

**REQUEST FOR PROPOSALS FOR**

**Web Hosting, Support, and Maintenance Services**

**ISSUING OFFICE**

**Pennsylvania Turnpike Commission**

**Contracts Administration Department**

**On behalf of the**

**Communications & Public Relations Department  
Information Technology Department**

**RFP NUMBER**

**19-10360-8557**

**DATE OF ISSUANCE**

**July 30, 2019**

**REQUEST FOR PROPOSALS FOR**

**RFP 19-10360-8557**

**TABLE OF CONTENTS**

<b>CALENDAR OF EVENTS</b>	<b>page 1</b>
<b>Part I - GENERAL INFORMATION FOR PROPOSERS</b>	<b>page 2</b>
<b>Part II - INFORMATION REQUIRED FROM PROPOSERS</b>	<b>page 11</b>
<b>Part III - CRITERIA FOR SELECTION</b>	<b>page 21</b>
<b>Part IV - WORK STATEMENT</b>	<b>page 23</b>
APPENDIX A – STANDARD AGREEMENT	
APPENDIX B – PROPOSER QUESTIONS FORM	
APPENDIX C – PROPOSAL COVER SHEET	
APPENDIX D – INSURANCE SPECIFICATION	
APPENDIX E – DIVERSE BUSINESS (DB) REQUIREMENTS	
APPENDIX F – KEY POSITIONS	
APPENDIX G – REQUIREMENTS MATRIX	
APPENDIX H – SERVICE LEVEL AGREEMENTS	
APPENDIX I – COST BREAKDOWN	
APPENDIX J – COMMISSION SECURITY STANDARDS AND REQUIREMENTS	

**CALENDAR OF EVENTS****RFP# 19-10360-8557**

The Commission reserves the right to make changes or alterations to this schedule as the Commission determines is in its best interest.

<b>Activity</b>	<b>Date</b>	<b>Time</b>
Request for Proposals Issued	July 30, 2019	N/A
Deadline for Proposers to Submit Questions via email to <a href="mailto:RFP-Q@paturmpike.com">RFP-Q@paturmpike.com</a>	August 13, 2019	2:00 PM
Answers to Proposers questions posted to the Commission website at <a href="https://www.paturmpike.com/Procurement/Bidlist.aspx?RTYPE=O">https://www.paturmpike.com/Procurement/Bidlist.aspx?RTYPE=O</a> ( <i>Estimate Only</i> )	August 16, 2019	N/A
Due Date for Proposals	August 29, 2019	2:00 PM
Oral Clarifications/Presentations ( <i>If Necessary</i> )	September 2019	TBD
Anticipated Notice to Proceed ( <i>Estimate Only</i> )	June 30, 2020	N/A

## PART I

### GENERAL INFORMATION FOR PROPOSERS

**I-1. Purpose.** This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for a new public-facing website ([www.paturndpike.com](http://www.paturndpike.com)). The site is to be fully hosted, supported, and maintained by the Awarded Proposer.

**I-2. Issuing Office.** This RFP is issued for the Commission by the Contracts Administration Department on behalf of the Communications & Public Relations and the Information Technology Departments.

**I-3. Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein: a description of the service to be provided; requirements (which must be met to be eligible for consideration); general evaluation criteria; and other requirements to be met by each proposal.

**I-4. Problem Statement.** The Commission is in need of a service provider to perform website services including designing and developing a new public-facing website and assuming responsibility for the hosting, support, and maintenance of the Commission's web presence. The Commission seeks a qualified vendor to perform other services related to including but not limited to operating web-based applications, data feeds, and interfaces to third parties.

The Commission is flexible in terms of a platform for the Internet site, provided the platform is capable of meeting the defined requirements and is a proven viable solution capable of maintaining the standard set by the Commission's current award-winning website.

**I-5. Type of Contract.** The Commission intends to award one contract as a result of this RFP. It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed-fee contract with additional Work Orders negotiated as needed. The Commission may at its sole discretion undertake negotiations with Proposers whose proposals regarding price and other factors indicate that they are qualified, responsible, responsive, and capable of performing the work. A sample Standard Agreement is provided in **Appendix A**.

**I-6. Contractor Integrity Provisions.** Contractor Integrity Provisions will apply to this contract upon award and the Awarded Proposer may be required to complete a Background Qualifications Questionnaire prior to entering into an agreement with the Commission and attend annual ethics training provided by the Commission. Proposers can find the Integrity Provisions and other related documents on the Commission's website in the Doing Business, General Information, Integrity Provisions section.

Proposers must include full disclosure of any potential conflict with the State Adverse Interest Act, 71 P.S. § 776.3, for a State Advisor or State Consultant by the prime or any subconsultant. If there is no adverse interest, you shall include the following statement: "I have reviewed the State Adverse Interest Act and determined that there is no adverse interest for anyone on this Agreement team." This information should be included in your transmittal letter/cover page or executive summary.

**I-7. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

**I-8. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. Any use of any subcontractors by the selected Proposer who were not previously identified in the proposal must be approved in writing by the Commission before they begin work.

If a Joint Venture responds to this RFP, the Commission will not accept separate proposals from joint venture constituents. A firm will not be permitted to submit a proposal on more than one (1) joint venture for the same RFP. Also, a firm that responds to this RFP as a prime may not be included as a designated subconsultant to another firm that responds to the same RFP. Multiple responses under any of the foregoing scenarios will result in the rejection of all responses of the firm or firms involved. (This does not preclude a firm from being set forth as a designated subconsultant to more than one prime consultant responding to the RFP.)

**I-9. Incurring Costs.** The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

**I-10. Procurement Schedule of Events.** The current Schedule for Key Procurement Dates for this procurement process leading to an award of the Contract is provided in the Calendar of Events (page 1 of this RFP). The Commission reserves the right to make changes or alterations to this schedule as the Commission determines to be in its best interest. All changes to these dates and/or times up to and including the due date for Proposals will be issued as an addendum to this RFP and will become part of this RFP. The changes will be posted to the Commission's website at <https://www.paturmpike.com/procurement/Bidlist.aspx?rtype=o>.

Unless otherwise notified in writing by the Commission, the dates indicated in the RFP Calendar of Events for submission of items or for other required actions on the part of a Proposer shall constitute absolute deadlines for those activities. Failure to fully comply by the time and date stated shall cause a Proposer to be disqualified. All times stated are in Harrisburg, PA local time and are subject to change.

**I.11. Questions and Answers.** There will be no pre-proposal conference for this RFP. No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any verbal discussions with any Commission member, employee, and consultant/contractor. Written questions may be submitted to clarify any points in the RFP. Written questions shall be submitted

by email to [RFP-Q@paturndpike.com](mailto:RFP-Q@paturndpike.com) with **RFP 19-10360-8557** in the Subject Line and received no later than the date and time provided on the Calendar of Events. All questions and written answers will be issued as an addendum to and become part of this RFP, and will be posted to the Commission's website at (<http://www.paturndpike.com/procurement/Bidlist.aspx?rtype=o>), approximately on or before the date provided on the Calendar of Events and only if necessary. Proposers must use the Proposer Questions Form provided in **Appendix B** to submit questions.

**I-12. Addenda to the RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document (<http://www.paturndpike.com/procurement/Bidlist.aspx?rtype=o>). It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises published advertisement less than ten days prior to the RFP due date and the revision alters the project scope or selection criteria, the due date will be extended to maintain the minimum ten-day advertisement duration. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

**I-13. Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before the date and time provided on the Calendar of Events. The Commission will not accept proposals via email or facsimile transmission.

**Overnight Delivery Address:**

Contracts Administration Department  
Attn: Wanda Metzger  
PA Turnpike Commission  
700 South Eisenhower Blvd.  
Middletown, PA 17057  
Phone: (717) 831-7429

**US Mail Delivery Address:**

Contracts Administration Department  
Attn: Wanda Metzger  
PA Turnpike Commission  
P.O. Box 67676  
Harrisburg, PA 17106

**Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department by the above listed time for submission.** Proposers mailing proposals should allow sufficient delivery time to ensure the timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

**I-14. Proposals.** To be considered, Proposers must submit a complete response to this RFP, using the format provided in **Part II-1**. Each proposal must be submitted with **six (6)** hard copies of the Technical Submittal, **six (6)** hard copies of the Diverse Business (DB) participation submittal, and **six (6)** hard copies of the Cost Submittal. In addition to the **six (6)** hard copies of the proposal, **two (2) complete and exact copies** of the Technical, Cost and DB submittals, along with all requested documents on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be an exact replica of the hard copy. Proposers must ensure that there is no costing information in the technical submittal. The CD or Flash Drive must clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash Drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page must be numbered for ease of reference.

An official who is authorized to bind the Proposer to its Proposal must sign the proposal. To meet this requirement, the signed Proposal Cover Sheet (**Appendix C** to this RFP) must be attached to the proposal. For this RFP, the proposal must remain valid for at least 120 calendar days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal expressly waives any rights to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number 717-986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this solicitation.

**I-15. Economy of Preparation.** Technical proposals should be prepared simply and economically, within a page limit of 100 pages (excluding cost proposal and responses to the appendices), providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Font types are restricted to Arial, Times Roman, and Calibri; all font types must be size 12.

**I-16. Discussions for Clarification.** The Issuing Office, through the Contract Administration Department, may ask Proposers to make an oral or written clarification to their proposals to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. If so, the Issuing Office through the Contract Administration Department will initiate all requests.

**I-17. Best and Final Offers.** The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining “best and final offers.” To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations, each providing two alternate visual concepts of the Commission’s redesigned Internet site; or c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to have a reasonable chance of being selected for award.

**I-18. Prime Proposer Responsibilities.** The selected Proposer will be required to assume responsibility for all services offered in its proposal--whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact in regard to contractual matters.

**I-19. Proposal Contents.** Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission’s option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.



65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

The extent to which the information is known outside of his business;

The extent to which the information is known by employees and others in the business;

The extent of measures taken to guard the secrecy of the information;

The value of the information to his business and to competitors;

The amount of effort or money expended in developing the information; **and**

The ease of difficulty with which the information could be properly acquired or duplicated by others.

*See Crum v. Bridgestone/Firestone North Amer. Tire.*, 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure would cause substantial competitive harm.”

For more information regarding the RTKL, visit the Office of Open Records’ website at [www.openrecords.state.pa.us](http://www.openrecords.state.pa.us).

**I-20. Debriefing Conferences.** Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

**I-21. News Releases.** Proposers shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this RFP without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

**I-22. Commission Participation.** Unless specifically noted in this section, Proposers must provide all services to complete the identified work. The Commission shall furnish the Proposer access to key personnel, relevant documents, and workspace for up to four dedicated resources to facilitate mandatory onsite presence of the Awarded Proposer project manager and core implementation team during ramp-up and initial implementation (examples: engagement manager, business analyst; specific roles will be mutually agreed-upon between the Commission and the selected Proposer). There will be an option to secure additional office space from the Commission as negotiated between the Commission and the Proposer.

**I-23. Cost Submittal.** The cost submittal shall be placed in a separate, sealed envelope within the sealed proposal and kept separate from the technical submittal.

**I-24. Term of Contract.** The term of the contract shall commence on the Effective Date (as defined below) and will end five (5) years from the effective date. The Commission reserves the option to renew services for an additional five (5) year period--either on an annual or multi-year basis. The Commission shall affix the Effective Date after the contract has been fully executed by the Proposer and by the Commission and after all approvals required by Commission contracting procedures have been obtained.

**I-25. Proposer's Representations and Authorizations.** By submitting its proposal, each Proposer understands, represents, and acknowledges that:

- a. All information provided by, and representations made by the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.

- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

**I-26. Indemnification.** The Proposer shall be responsible for, and shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of Proposer, its employees, or its subcontractors while engaged in performing the work of the Agreement or while present on the Commission's premises, and for breach of the Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that Proposer is responsible for any use of such information not permitted by the Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

**I-27. Data/Information Security Breach Notification.** "Breach" shall mean any successful unauthorized acquisition, access, use, or disclosure of Commission data that compromises the security or privacy of such data.

"Commission Data" means Commission provided information and Commission related information acquired as a result of the services provided to Commission under this Agreement.

Proposer shall report to the Commission any Breach affecting Commission Data. The notice to be provided to the Commission by Proposer shall be provided without unreasonable delay and no later than within 72 hours of Proposer's discovery of any Breach. A Breach shall be deemed to be

discovered on the first day on which the Proposer knows or reasonably should have known of the Breach. The notice to be provided to the Commission by Proposer shall be made in writing to the Commission's Information Security Officer and shall include the following content: (1) the nature of the Breach; (2) the specific Commission Data affected by the Breach; (3) the steps the Proposer is taking to remediate the Breach; **and** (4) steps the Proposer is taking to mitigate future Breaches. Following notification of the Breach, Proposer shall cooperate with the Commission's investigation of the Breach and provide any other information regarding the Breach or the Commission Data affected which the Commission may reasonably request.

Should notice to individuals whose information was part of Commission Data be required under any applicable data privacy law, including, but not limited to, individual state data breach notice laws or federal laws such as HIPAA and Gramm Leach Bliley Act, Proposer shall provide the Commission with copies of any template notification letters and draft regulatory correspondence for Commission's prior approval. Proposer shall provide any notifications required under the applicable data privacy laws on behalf of the Commission at the request of Commission. The Commission reserves the right to handle any notifications required and shall notify Proposer if the Commission will be handling the required notifications. Upon request, Proposer shall provide the Commission with its cyber-security policies and procedures. Proposer agrees to reimburse the Commission for any and all reasonable costs associated with the Commission's response to Proposer's Breach, including any fees associated with the Commission's investigation of Proposer's Breach, notification costs, and any reasonable offer of credit or identity monitoring product.

**I-28. Security Requirements.** Proposer will comply with the Security Requirements as described in **Appendix J** – Security Requirements.

**I-29. Intellectual Property.** Refer to **Appendix A** Standard Agreement for detailed information on intellectual property of all work products. In addition, all source code shall be held in escrow, at the Awarded proposer's expense, with a third-party escrow agent mutually agreed-upon between the Commission and the Awarded Proposer. The Awarded Proposer must make deposits of up to date code at regular intervals mutually agreed upon by the Commission and the Awarded Vendor or immediately after said code was updated, whichever occurs earlier. In addition, the Commission shall provide cloud based software the Awarded Proposer shall use to security-scan the source code.

**I-30. Insurance.** Proposer will comply with the Insurance requirements as described in **Appendix D** - Insurance Specification.

**I-31. Diverse Business (DB) Requirements.** Proposer will comply with the DB Requirements as described in **Appendix E** – Diverse Business (DB) Requirements.

## PART II

### INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal and all Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of three separately sealed submittals:

1. Technical Submittal, which shall be a response to RFP **Part II-1, Sections A through H**;
2. Diverse Business Participation Submittal, in response to RFP **Part II-2**; and
3. Cost Submittal, in response to RFP **Part II-3**.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

#### **II-1. Technical Submittal.**

Required content for the technical proposal is described in **Sections II-1 A through H** below.

##### **A. Proposal Cover Sheet (See Appendix C)**

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number, date and the subject: **Web Hosting, Support, and Maintenance Services, RFP 19-10360-8557. Appendix C** must be signed by an individual who is authorized to negotiate terms, render binding decisions, and commit your firm's resources. In addition, it is required that all information requested in **Appendix C** be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

**B. Table of Contents**

The Technical Submittal must adhere to the following structure including headers and the overall page limit of 100 pages (excluding cost proposal and responses to the appendices in the form of attachments).

Proposal Cover Sheet

Table of Contents

Section I – Executive Summary

Section II – Firm Overview

Section III – Personnel

Section IV – Approach – General

Section IV.A – Features and Functions

Section IV.B – Content Management

Section IV.C – Accessibility

Section IV.D – Navigation

Section IV.E – Infrastructure

Section IV.F – Administration

Section IV.G – Support

Section IV.H – Transition

Attachment A – Resumes

Attachment B (see Appendix F) – Key Positions

Attachment C (see Appendix G) – Confirmed Requirements Matrix

Attachment D (see Appendix G) – Sample Deliverables

Attachment E (see Appendix H) – Proposed Additional SLAs

**C. Executive Summary**

Summarize your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal (limit to two pages). Include in this section or in a transmittal letter/cover page a statement regarding full disclosure of any potential conflict with the State Adverse Interest of State Advisor or Consultant Statute as instructed in RFP **Section 1.6** Contractor Integrity Provisions.

**D. Firm Overview**

Provide a brief history and description of your firm's business organization and its service expertise and experience in providing web design, development and support as it relates to the requirements discussed in **Part IV** of this RFP.

Describe your firm's experience designing, developing, hosting and maintaining a public-facing site using the platform you are proposing for the Commission's Internet site. Include any certifications your firm may hold related to your proposed platform.

Because there may be a need to develop and maintain applications or content at the request of the Commission, also describe your experience in developing and maintaining integrated web-based applications and content.

Include the location of offices and the number and types of executive and professional personnel, engineers, technicians, specialists, software/application administrators, consultants or other relevant professional staff in each office. Describe your firm's experience in providing similar engagements to other clients, including other governmental entities and/or similar public/private sector transportation organizations. Describe the business practices that enable you to complete these tasks in an efficient, timely and expeditious manner. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania.

Provide a list of three to six references of clients for which your firm has performed similar work as described in this RFP within the past three years. Projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Include at least one reference related to each of the following two types of services:

- The platform you are proposing for the Commission's Internet site
- Shared responsibility with the client for web-based content development

If you propose to subcontract any portion of the work described in your response, the subcontracted firm or firms must be identified in this section. The role of the firm or firms should be explained along with a description of the specific expertise and services that the firm or firms contribute to the overall value of your proposal.

#### **E. Personnel**

Provide the names, proposed roles, background and experience, certifications, current professional licenses, office location, and availability of the consulting personnel that would perform the services as described in **Part IV** of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. The Proposer must submit a current resume, in **Attachment A** of its response, for all proposed staff listing relevant experience and applicable professional affiliations. Additionally, the Proposer must complete **Appendix F** (Key Positions), identify it as **Attachment B**, and include in its response.

Desired skillsets for this project include:

- Business Continuity/Disaster Recovery
- Content Management
- Graphic Design
- HTML / CSS
- Knowledge Transfer/Training
- Project Management
- Requirements Elicitation
- Security Architecture
- Server Management
- Systems Integration
- Technical Management
- Test Management
- Web Architecture
- Web Design/Development

Desired certifications include:

- Project Management Professional (PMP)
- Certification in the proposed CMS for the Internet site
- ITIL Foundation
- Certified ScrumMaster (CSM) (if proposing an Agile development approach)

Note: The Commission has identified Key Positions in **Appendix F**. The incumbent of each position designated as “key” will be subject to Commission's initial and continuing approval. The Awarded Proposer will not be permitted to replace the incumbents of Key Positions without prior Commission approval. If the Commission withholds or withdraws its approval of any incumbent of a Key Position or other representative of the Awarded Proposer for performance of services, including the Awarded Proposer's Engagement Manager, the Awarded Proposer shall promptly remove such personnel or representatives and replace and reassign the role.

The Commission Project Manager and the Awarded Proposer's Engagement Manager will meet once every year beginning with the first anniversary of the Effective Date, or upon the request of either the Commission's Project Manager or the Awarded Proposer's Engagement Manager to discuss and update the list of Key Positions.



**F. Relevant Experience and Expertise**

Provide a narrative statement regarding your services expertise and experience as it relates to Part IV of this RFP. Additionally, include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide the services requested in this RFP in accordance with the same.

**G. Approach**General

Refer to the requirements identified in **Section IV-3** and **Appendix G. A-General** and address the following

**A. General Requirements**

1. Provide a description of the proposed approach/methodology that you will follow, along with a project plan and timeline that identifies the phases and tasks required to complete the services defined in Part IV. Include in this section the deliverables and reports that will be provided, the project controls that will be used, and the tasks that will be performed.
2. Describe how you will gather requirements including the review and carry-over or elimination of current content. Explain how you will architect a user-centric design that will meet the needs of the Commission, its external stakeholders, and its employees. Explain how your approach will contribute to the ability of the Commission to achieve its objectives for the Internet site.

Specific

Refer to the requirements identified in **Section IV-3** and **Appendix G**. Describe the platform you are proposing and how your approach will address each of the following items:

**B. Information Architecture (Features and Functionality)**

1. Describe your approach to designing, developing, maintaining and hosting the core applications and tools identified in **Section IV-3**. As part of this description, explain how your approach will result in greater efficiencies for the Commission and an improved experience for users.
2. Describe your approach to designing, developing and maintaining additional integrated web-based applications and content upon request by the Commission and throughout the term of the contract.
3. Explain how you intend to engage stakeholders in design activities with an emphasis on meeting stakeholder expectations for content, functionality and usability.
4. Describe your approach, including checklists and reviews, for migrating from the current Internet site to the new, redesigned site.

### C. Content Management

1. Describe content management capabilities you propose to deliver to meet the requirements identified in **Section IV-3**.
2. Identify any additional recommended content management features or functions your solution will provide.
3. Explain how you propose to roll-out your content management solution to the Commission staff, including the training you propose to make available.
4. Include a description of your ability to manage content, on behalf of the Commission, during and post migration.

### D. Accessibility

1. Describe your approach to ensuring that the Internet site will be easily accessible regardless of physical ability or skill level of the user.
2. Describe your approach to supporting multiple languages, including how you will perform quality control (i.e., content validation, spellchecking, etc.).
3. Explain how you propose to make the Internet site accessible through a variety of end-user devices including computers/laptops, tablets and cell phones.
4. Identify and describe any additional features or functionality you will provide to enhance accessibility. Explain how you will test for and validate accessibility prior to deployment of the Internet site.

### E. Navigation

1. Describe the search capabilities that will be available to users of the Internet site.
2. Describe how your proposed solution will handle the addition, update and/or removal of content from the site.
3. Describe the approach to menu management that will be delivered as part of the solution.
4. Identify and describe any additional features or functionality you will provide to enhance navigation. Identify any limitations.

### F. Infrastructure

1. Describe your proposed hardware and software configuration and your experience in managing the same or a similar environment.
2. Describe your recommended strategy for backup and version control.
3. Describe your approach to ensuring Continuity of Operations, including but not limited to a DDoS Mitigation solution. Include, in **Attachment D**, a sample, de-identified Business Continuity Plan you are currently using to protect the business interests of a client similar in size and/or mission of the Commission.
4. Describe your proposed disaster recovery solution, including Recovery Time

Objective (RTO) and Recovery Point Objective (RPO). Include, in **Attachment D**, a sample, de-identified Disaster Recovery Plan you are currently using to protect the website(s) of a client similar in size and/or mission of the Commission.

5. Describe your approach to maintaining the security and integrity of the Internet site.

#### G. Administration

1. Describe the functionality of an administrative dashboard you propose to make available to select Commission staff.
2. Describe how you will capture and share website analytics and specific statistics related to content expiration, user experience, and quality. Include the frequency you plan to share this information with designated PTC staff as either scheduled or ad-hoc reports.
3. Describe how you will document all changes and activity taking place on the Internet site.
4. Describe how you will maintain the functionality and integrity of the Internet site.

#### H. Support

1. Describe how your solution will provide online, live, and emergency support to Commission staff and external users.
2. Describe how you will leverage your firm's experience to provide the Commission with consulting services related to website design and management as requested.
3. Describe your user training process and the types of materials you have created for similar scale projects in the past.

#### I. Transition Plan

Include a Transition Plan with a timetable and a breakdown of roles and responsibilities that will allow the vendor to perform onboarding and ramp up to provide the deliverables and services as outlined in the new contract. The Transition Plan should provide a practical high-level strategy that will be defined in detail following contract award. The Transition plan must include strategies for both entrance (Contract Notice to Proceed) and exit (termination of the Contract) transitions. If transition options are offered, the Proposer must include pricing of these transition models in the cost submittal.

Include the completed Requirements Matrix (as **Attachment C**) in your response. The Requirements Matrix is a composite of the requirements identified in **Sections IV-3**. Responses to this RFP must include a copy of the Requirements Matrix that includes your commitment to and/or any reservations associated with meeting each requirement.

Include, in **Attachment D** of your response, relevant samples of deliverables and project plans from similar services for which your firm was primarily responsible.

The Commission's service level requirements are described in **Appendix H**. Proposers are invited to suggest additional SLAs. Proposers who wish to submit additional SLAs must do so through the addition of Attachment E. Note, these proposed SLAs must only include a description of the function being measured and the criteria by which it will be evaluated. The proposed SLAs must not include any cost information (i.e. credits or earn back).

## **II-2. Diverse Business (DB) Requirements.**

The Commission's Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in **Appendix E**. There is no minimum participation level for DBs established for this contract. However, the utilization of DBs are encouraged and will be considered as a criterion in the evaluation of proposals and may be considered as a factor in the Commission's selection of a firm for this contract.

The Proposer must include in its DB participation submittal that it meets the requirements set forth in **Appendix E**. In particular, the Proposer shall address the section of the DB Requirements labeled, "Actions Required by Proposer during the Procurement/Consultant Selection Phase". In addition, the DB participation submittal shall indicate the amount of DB participation incurred in the proposal in terms of dollars committed or percentage of total contract amount.

## **II-3. Cost Submittal.**

The information requested in this section shall constitute your cost submittal. **THE COST SUBMITTAL SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE WITHIN THE SEALED PROPOSAL AND ON A FLASH DRIVE OR CD-ROM, SEPARATE FROM THE TECHNICAL SUBMITTAL.**

Proposers should **not** include any assumptions in their cost submittals. If the Proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to **Part I-10**, Questions and Answers of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Proposer must complete **Appendix I** (Cost Breakdown). Proposer must provide information that identifies the Resources (by position) that will be devoted to the effort, the average loaded rate for those resources and the number of hours each will devote to the effort. The table must also identify any other direct costs that went into calculating the Proposer's cost. The sum of the loaded rates times the number of hours for each position,

plus the other direct costs must equal the total fixed price cost. Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The total cost you are proposing must be included as follows:

1. Monthly Fee for Year One of the contract. Provide a fixed monthly fee to cover the cost of the design and development of the Commission's initial Internet site deployment.
2. Monthly Fee for Months 13 to 18 of the contract. Provide a fixed monthly fee that will cover the following costs:
  - a. Fully hosted solution for the Commission's Internet site, including support to content developers and users.
  - b. 40 hours per month of development/updating services for the Commission's Internet site and associated web-based applications.
  - c. Develop inclusion of content and functionality to support the cashless program rollout.
3. Monthly for Months 19 to 60. Provide a fixed monthly fee that will cover the following costs:
  - a. Fully hosted solution for the Commission's Internet site, including support to content developers and users.
  - b. 40 hours per month of development/updating services for the Commission's Internet site and associated web-based applications.

These cost proposals must be supported by a rate schedule and itemization of labor rates and subcontractor and material expenses. These rate tables will be used to support the Work Order process to fund activities not specifically defined in this RFP and where the effort exceeds the 40 hour threshold described above.

1. Direct Labor Costs. Itemize fully loaded hourly rates by position (e.g., graphic designer, web designer, etc.) for each proposed resource who is an employee of your company.
2. Subcontractor Costs. Itemize fully loaded hourly rates for subcontractor personnel, by position. Include the total cost of subcontractor personnel. If there are no subcontract costs in your proposal, so state.
3. Other Direct Costs. Itemize any other direct costs include in your cost proposals. If there are no additional costs, so state.

The Commission will not pay travel-related expenses for commuting to the Commission headquarters. If project activities require travel to other Commission locations within the Commonwealth, staff will be expected to complete and submit

an itemized expense report. These expenses will be reimbursed following the same rules and applying the same rates that apply to Commission staff.

The Awarded Proposer shall only perform work on the Contract after the Effective Date is affixed and the fully executed contract sent to the Awarded Proposer. The Commission shall issue a written "Notice to Proceed to the Awarded Proposer" authorizing the work to begin on a date which is on or after the Effective Date. The Awarded Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the Awarded Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under the Contract.

## **PART III**

### **CRITERIA FOR SELECTION**

#### **III-1. Mandatory Responsiveness Requirements.**

To be eligible for selection, a proposal shall be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

#### **III-2. Technical Nonconforming Proposals.**

The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** (a) and (b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

#### **III-3. Proposal Evaluation.**

Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

#### **III-4. Evaluation Criteria.**

The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

##### **1. Proposer and Personnel Qualifications and Experience**

- a. Proposer's relevant experience and expertise in providing the Internet site development, maintenance, and hosting services requested in this RFP as it relates to the requirements discussed in Part IV of this RFP.
- b. Qualifications, experience and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
- c. Financial ability of the Proposer to undertake a project of this size.
- d. Response of references if the Commission elects to solicit them.

## **2. Approach**

- a. Understanding of the Commission's needs and scope of work. How proposers approach will address each of the following items (see also Appendix G Requirements Matrix):
    - A. General
    - B. Information Architecture (Features and Functionality)
    - C. Content management
    - D. Accessibility
    - E. Navigation
    - F. Infrastructure
    - G. Administration
    - H. Support
    - I. Transition Plan
  - b. Soundness of proposed approach, methodology, and deliverables to provide the Internet site development, maintenance, and hosting services requested in this RFP as it relates to the requirements discussed in Part IV of this RFP.
  - c. Responsiveness to the Commission's desire for expeditious timeline for completion.
  - d. Quality, completeness and applicability of sample deliverables provided.
  - e. Responsiveness, organization, and clarity of Proposal.
- 3. Cost.** While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.
- 4. Commitment to Diversity and Inclusion.** This refers to the inclusion of DB firms, as described in Part II-2. Participation may be measured in terms of total dollars committed or percentage of total contract amount to certified DB firms.



## PART IV

### WORK STATEMENT

The Commission is seeking a firm to design, implement and host the Commission's Internet web presence. The Internet site is critical to the Commission's mission to operate a safe, reliable, customer-valued toll road system that supports national mobility and commerce.

The new website must be responsive to meet the needs of our stakeholders and customers accessing the site on a variety of devices, including tablets and mobile phones. The design should be a clean visual design that incorporates and reflects the PTC's branding and corporate identity.

The Commission expects the project to include at least two major releases of the new website. The first will largely reflect the current content, which after validation, will be designed and deployed in the new platform. The second will enhance the original release and support the Commission's announcement of its Cashless Initiative.

#### IV-1. Background and Objectives.

##### Background:

The Commission's current Internet site ([www.paturmpike.com](http://www.paturmpike.com)) is a hosted site used primarily to improve customer stakeholder experience and deliver relevant, quality content. The site originated approximately ten years ago and has been recognized as a national model for other roadway/transportation entities. There are approximately 3.6 million page views annually. The two most visited website areas are the Toll Calculator and the E-Z Pass pages.

##### Objectives:

###### a. General.

The objective of this RFP is to solicit proposals for the design, development, maintenance, and support of the Commission's Internet site and associated web-based applications.

###### b. Specific.

The following objectives are designed to enhance functionality, access, and availability of the Commission's Internet site to promote a positive stakeholder experience:

- Ease of use – Provide an available and mobile-friendly website with well-designed navigation that allows users to access information and engage with the Commission in an uncomplicated manner.
- Mobility – Provide a mobile-friendly site that also displays correctly on all viewing devices such as desktops, laptops, and tablets with no loss of website content, graphics or ease of use functionality.
- Personalization – Enable users to engage with the website in an individualized manner, in the language of their choice.
- Self Sufficiency – Provide the tools and training to allow PTC staff to develop, update and maintain site content including text, images, and videos.

- Web Accessibility – Provide a website that makes it possible for people with disabilities and special needs to perceive, understand, navigate, and interact with all content.
- Site Availability – Provide professional hosting services that offer redundancy features, disaster recovery capabilities, and DDoS mitigation to enable the PTC site to meet or exceed uptime guarantees.

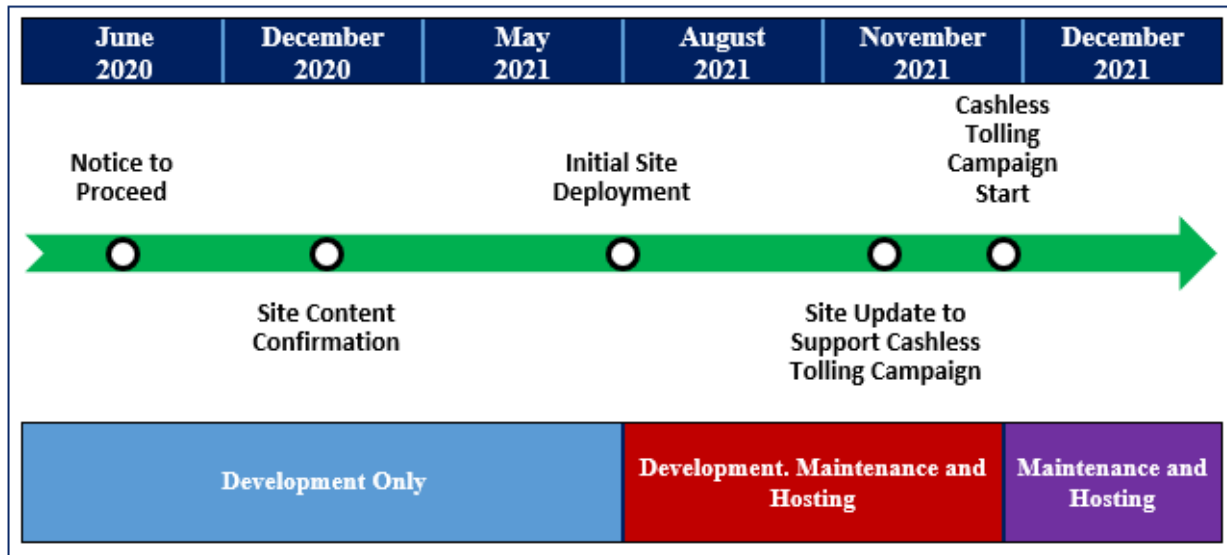
#### **IV-2. Nature and Scope of the Project.**

The Awarded Proposer will provide a fully hosted solution, maintenance and updating services for the Commission's Internet site. Other subsequent related services include but are not limited to the development and creative design on a project-by-project basis.

The Awarded Proposer shall maintain the website in good working order. This includes ensuring reliable customer access, meeting specified response times, and promptly repairing defects, errors, and any malfunction in a workmanlike manner. The Awarded Proposer will receive the original data, text, and materials that currently constitute the Commission's website and web-based applications to incorporate in the redesign.

The scope of services will include designing, developing, and hosting the new Internet site consistent with the Commission's standards and policies. This includes ensuring that any features and functions that require payment processing are done through the Commission's designated payment processing service. The Awarded Proposer will be responsible for performing site maintenance and supporting all web-based applications, including but not limited to: access management, site provisioning, troubleshooting, and secondary domain/DNS management. The Commission recognizes that not all services may be known at the time of the release of this RFP. Provisions have been made to accommodate additional work not specifically listed in this RFP (refer to Section II-3). Consequently, it is important that the Awarded Proposer has the capability and flexibility to respond to future needs should they arise. The Commission reserves the option to renew services for an additional five (5) year period — either on an annual or multi-year basis.

The Awarded Proposer will need to elicit the current and emerging initiatives and priorities of the Commission and design the site accordingly. This includes standing up an initial site by May 2021 that re-launches the site with a new look and feel representing the modified Turnpike brand in advance of cashless tolling. It also includes supporting the Commission's plan to transition to totally cashless tolling in August 2022. To support the roll-out of this significant event, the Internet site, updated for cashless tolling, must be in operation by November 2021. Other target project milestones (estimated) include:



The Commission will dedicate necessary office space, conference rooms, and staff to facilitate the project. Commission staff will be available to schedule and assist with requirements gathering activities, stakeholder analysis and identification, User Acceptance testing (UAT), evaluation, and other vital project activities occurring on Commission premises.

**IV-3. Technical Requirements.**

This section identifies technical requirements for the Internet site that the Awarded Proposer will be expected to deliver. These requirements are stated in terms of capability. It will be the responsibility of the Awarded Proposer to conduct detailed requirements gathering to determine the architecture, structure, and content of the site.

Additional new services and recurring services, their scope and pricing, will be authorized via a defined work order process in addition to the agreed-upon base term (fixed price). This will be accomplished either via additional purchase orders against the contract for the add-on work or a modification to existing purchase order(s).

Note: An attempt was made to be thorough in identifying needed capabilities; however, the Commission recognizes that changes will occur over the five-year term of this engagement and that new capabilities may emerge in the marketplace that will be of potential benefit. The Awarded Proposer may be asked to accommodate these additional capabilities. Depending upon the cost to the Awarded Proposer, the Commission recognizes that charges to the Commission may be incurred.

The requirements the Awarded Proposer will be expected to meet for the new Internet site are described in eight categories:

A. General

- B. Features and Functionality
- C. Content Management
- D. Accessibility
- E. Navigation
- F. Infrastructure
- G. Administration
- H. Support
- I. Transition

This section provides an overview of each of these categories. Specific, detailed requirements are provided in the Requirements Matrix (**Appendix G**).

- a. **General** – The requirements in this section are related to the standards, deliverables and reporting requirements. The requirements focus on the sequence and timing of deliverables as well as the purpose and content of standard reporting.
- b. **Features and Functionality** – The requirements in this section are related to a standard set of feature and functional capabilities the Awarded Proposer will be expected to design, develop, implement, and support. The requirements focus on capabilities that will both support current processes and enable the Commission to respond expeditiously to new and changing business requirements. This will be achieved by recognizing that many business processes are inherently similar and do not require a unique, custom coded solution. By reducing the use of custom coding, the Commission seeks to improve delivery time of new and updated functionality as well as to reduce costs associated with ongoing maintenance.
- c. **Content Management** – The requirements in this section are related to the content management techniques and functionality that are required to support creation, posting, and maintenance of content on the new Internet site. The content management capabilities must be robust yet not so complex that they would hamper having much of the site content developed and managed by Commission staff after a brief learning period. Other goals in the area of content management include reducing the duplication of content and streamlining information updates.
- d. **Accessibility** – The requirements in this section are related to user-centric concerns and the ease by which the Internet site can be accessed by stakeholders and the general public. In this area, the Commission is expecting a solution which will support users with special needs, be accessible through multiple delivery platforms, and provide a level of personalized user experience.
- e. **Navigation** – The requirements in this section are related to the tools and techniques that will facilitate site navigation and support users in finding the information for which they are looking. Key navigation components are expected to provide users with a robust search capability as well as effective navigation aids.

- f. **Infrastructure** – The requirements in this section are related to the technology, platform, and security requirements for hosting the Internet site. The Awarded Proposer will be expected to meet these requirements while adhering to all approved Commission IT and security standards. These requirements as well as the standards are designed to support site availability as well as business continuity, protecting PTC assets from willful or unintentional damage.
- g. **Administration** – The requirements in this section are related to the tools and capabilities available to support website administration and management of content, new development, and updates. The Commission expects tools that will provide insight in site usage, identify opportunities to enhance the delivery of program messages, and ensure consistent and routine maintenance of the underlying software components upon which the site depends.
- h. **Support** – The requirements in this section are related to required technical support, training, and general consulting services. These requirements cover support to internal and external Internet users, administrator and user training needs, and advice on design trends and principles.
- i. **Transition** – The requirements in this section are related to initial onboarding website migration and outgoing transition.

The Commission’s Service Level Agreement requirements for the Internet site are provided in **Appendix H**.

#### **IV-4. Tasks.**

The Awarded Proposer will be expected to conduct the project in a professional manner. This includes adhering to core project management principles and established practices and following a disciplined approach to both development and maintenance activities. This section provides an overview of tasks the Awarded Proposer will be expected to perform in relation to the conduct of the project. Specific requirements related to standards compliance, deliverable submission, and reporting requirements are contained in the Requirements Matrix in **Appendix G**.

##### **1. Transition Tasks**

- a. **Transition Plan** – The Awarded Proposer will be expected to develop a Transition Plan that contains a detailed strategy transitioning the Commission’s Web Presence and its Hosting and Maintenance from the current vendor to the Awarded Proposer. The Plan shall contain the following sections and a draft version shall be part of the Response:
  - i. Transition Task Plan (“Ramp-up”)
  - ii. Transition Staffing Matrix (RACI)
  - iii. Staff Plan
  - iv. Transition Task Plan (“Disentanglement”)
  - v. Scope Assessment Report

- vi. Implementation Plan (see b. below)
  - vii. SLA Management Plan
  - viii. Incident and Problem Management Response Plan
  - ix. Planned Maintenance Schedule
  - x. Documentation Management Plan
  - xi. Knowledge Transition Work Plan
  - xii. Training Plan
- b. **Implementation Plan** – The Awarded Proposer will be expected to develop an Implementation Plan that shall contain the following sections and a draft version shall be part of the Response:
- a. Deployment Approach
  - b. Assumptions and Risks
  - c. Deployment Schedule and Resources
  - d. Promotion Strategy; include communication materials that will be used to support the deployment including presentations, promotion materials, meetings, and similar communication media
  - e. Technical Migration/Deployment Methods
  - f. Technology, Infrastructure, and Support Considerations
  - g. Testing Methodologies and Terms for Customer Acceptance
  - h. Training Requirements

## 2. Project Management Tasks

- a. **Project Management Plan** – The Awarded Proposer will be expected to develop and update a project plan that communicates the phases, milestones, and tasks of the project. The project plan should assign responsibility for individual tasks. It must be developed and maintained in sufficient detail to enable the Commission-assigned Project Manager to understand the progress that is being made and anticipate issues related to the original proposed schedule.
- b. **Status Reporting** – Status reporting must be performed in accordance with **Section IV.5** of this RFP. Status reporting should be performed with an aim of eliminating unwelcome surprises on the part of the Commission.
- c. **Risk Management** – The Awarded Proposer must implement a process to identify and manage risks. A risk register must be available throughout the project and be made available to the Commission-assigned project manager upon his/her request. The risk management process must provide early warning of problems before the adverse effect of them materializes.
- d. **Communications Management** – A communications management plan must be developed and followed throughout of the duration of the contract. The plan should identify types and frequency of communications as related to specific target audiences. The goal of the plan should be to ensure that the right information is getting to the right people at the right time.
- e. **Change Control** – The Awarded Proposer must deploy a process to identify and seek

Commission approval for any changes to project scope, whether dictated by circumstance or by request of the Commission. The change control process should contribute to eliminating unmanaged scope creep.

- f. **Project Governance** – The Awarded Proposer must work with designated Commission staff members to define and document a governance structure for the project. The resulting structure should ensure that risks, issues, and changes are being addressed by the correct individuals with authority to make decisions and provide direction.

### 3. Development and Enhancement Tasks

- a. **Requirements Management** – The Awarded Proposer will be responsible for meeting with designated Commission representatives to elicit, document, and obtain approval of requirements for the Internet site. The Awarded Proposer must trace each requirement through testing and implementation. Through this process, the Awarded Proposer must see to it that requirements are captured, defined, and universally understood. The approved requirements must be implemented and deployed.
- b. **Impact Analysis** – The Awarded Proposer must deploy impact analysis processes to support the evaluation of planned impacts or assumptions related to project activities. It must account for internal tasks as well as external influences affecting the Commission. The results of the impact analysis should be used to feed both the change control process as well as the project plan.
- c. **Service Asset and Configuration Management** – The Awarded Proposer must establish and maintain documentation of the components of the solution it develops, including:
  - i. Technical data (capabilities that include software version and model numbers, hardware and manufacturer specifications, and other technical details such as networking speeds and data storage size);
  - ii. Ownership data (purchase date, warranty, location, and responsible person for the configuration item; identification numbers, and software and hardware documentation);
  - iii. Relationship data (the relationships between hardware items, software, and users);
  - iv. Individual configuration items must be registered at the time of creation or acquisition and maintained throughout the duration of the engagement. The configuration information must be complete and accurate at time Awarded Proposer transitions off the engagement.
- d. **Testing Plans and Documentation-related Tasks** – The Awarded Proposer must develop comprehensive test plans for each phase of the testing process including UAT. These plans must specify entrance and exit criteria and must clearly state what will constitute a successful test outcome. Upon the completion of each test phase, the Awarded Proposer must document test results as well as any recommendations for

additional testing.

#### **4. Support and Maintenance Tasks**

- a. Content support – The Commission recognizes that, although its intent is to become self-sufficient in terms of content creation, not all departments will be immediately self-sufficient. Consequently, the Awarded Proposer may be tasked to support the creation and posting of content. In addition, there may be instances in which the vendor is tasked to develop code to support a site-related application. The Awarded Proposer must have the capability of performing these tasks.
- b. Recurring maintenance – During the term of the contract, the Awarded Proposer must maintain all site components to ensure they continue to be accurate and current. This includes, but is not limited to:
  - i. Periodically (quarterly and after each release) testing the site for integrity of links, current relevance of content, consistency of format and correctness of contact information, lack of typos, etc.
  - ii. Periodically reviewing site analytics and making recommendations based upon findings.
  - iii. Updating the software and installing upgrades, security patches, bug fixes or any other updates to the Internet site.
  - iv. Ensuring that the domain name of Paturnpike.com is renewed in a timely manner and other Commission-owned domains and sub-domains upon request.
  - v. Ensuring that the entire Internet site, including data, is backed up and thoroughly checking the backups to ensure they are working, and that the data is retrievable.
  - vi. Regularly reviewing and testing the site in various versions of mainstream browsers identified in the requirements matrix.
- c. The Commission's ServiceNow ITSM System – The Awarded Proposer shall be required to use or integrate with the Commission's service ticketing system, ServiceNow, for all services covered under this contract. The Awarded Proposer shall be responsible for coordinating with the Commission for configuration of the ServiceNow system for use in this contract during the transition period (two calendar months following NTP). The Awarded Proposer is responsible for maintaining and keeping all information in ServiceNow current and up to date.

By the end of the Transition period, the Selected Proposer shall be fully responsible for all services/tasks and systems to be maintained with the Commission providing direction and assigning ServiceNow tickets.

The Commission's service ticketing system ServiceNow is accessible over the public internet and shall be available to both the Awarded Proposer and the Commission. The Awarded Proposer shall adhere to established Commission IT service management processes and be accountable to managing approved changes for updates



in a timely manner, including executing appropriate testing. The Awarded Proposer shall notify and coordinate with the Commission for all changes needed to carry out the work of the contract consistent with the Commission's change processes and standards. ServiceNow shall be utilized for the following contract activities including but not limited to:

- i. Service Request Management
- ii. Change Request Management
- iii. Incidents Management
- iv. Problems Management
- v. Release Management
- vi. Capacity Management
- vii. Knowledge Management
- viii. Project Management
- ix. Service Level Management (Timestamps shall be utilized for SLA performance tracking)

The Awarded Proposer will receive IT Incident Tickets via the Commission's ServiceNow ITSM system. These tickets will be created by the Level 1 Service Desk, End Users, or Monitoring Systems. The tickets may be triaged by the Level 1 Service Desk and when appropriate will be assigned to the Awarded Proposer. This includes but is not limited to:

- i. Troubleshooting the IT Incident Tickets captured within the Commission's ServiceNow ITSM system, performing the actions required to restore service and resolve these tickets. This may include contacting and/or dispatching Commission and other parties as needed and performing other actions as necessary.
- ii. Updating the ticket with the progress and actions taken by the Awarded Proposer.
- iii. Remain responsible for all tickets assigned to the Awarded Proposer until the tickets are in a Resolved or Closed State, irrelevant of who is working on the ticket.
- iv. Uploading all project documents, reports, and plans to ServiceNow or other system(s) as required by the Commission, and other select systems in electronic form as applicable. All documentation shall be kept up to date by the Awarded Proposer and updated/submitted as necessary to reflect the most current information. For instance, if a plan deliverable changes during the life of the contract, the Awarded Proposer shall be responsible for revising it. The Awarded Proposer shall organize and maintain documentation in a manner acceptable to the Commission.
- v. Systematically and diligently use the Commission's service ticketing system ServiceNow that will ensure complete visibility into services provided and

- lifecycles of all Commission web assets.
- vi. The Commission verifying that completed/resolved tickets are approved for closure by closing the ticket in the ServiceNow (ticket states changes to “closed”).
- d. Training support – The Awarded Proposer must provide system and end user documentation manuals/user guides and role-based training to ensure the effective use of the site. This includes training for system administrators, high level users (including content developers), and end users throughout the life of the contract.
- e. Implementation Plan/Communications – The Awarded Proposer must develop and implement a comprehensive implementation plan including each of the following considerations:
- i. Deployment approach
  - ii. Assumptions and risks
  - iii. Deployment schedule and resources
  - iv. Promotion strategy including communication materials that will be used to support the deployment including presentations, promotion materials, meetings, and similar communication media
  - v. Technical migration/deployment methods
  - vi. Technology, infrastructure, and support considerations
  - vii. Testing methodologies and terms for customer acceptance
  - viii. Training requirements

#### **IV-5. Reports and Project Control.**

- 1. Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items must be produced. The Awarded Proposer shall update tasks as defined in the Project Plan according to **Part IV** and make the current plan available to Commission Oversight personnel upon request.
- 2. Status Meetings and Reports.** The Awarded Proposer shall prepare and provide weekly status reports. During implementation, the Awarded Proposer shall prepare a weekly implementation progress status report covering activities, problems, and recommendations; the report should be keyed to the work plan developed by the Awarded Proposer in its proposal, as amended or approved by the Commission.

Once the system is operational, the Awarded Proposer shall deliver a monthly report to include any planned/unplanned downtime, polling percentages if applicable, as well as any outstanding issues/incidents. This report should include recommendations for both corrective and preventive actions.

- a. The status report shall provide an overall status relative to plan as well as details regarding issues, risks, change control, scope, and communications management.

- b. The Awarded Proposer shall deliver a digital version of the implementation progress status report a minimum of 24 hours prior to a weekly project status meeting with Commission Oversight personnel.
  - c. The Commission prefers status meetings to occur in person, but the Commission will consider circumstances where a web conference is preferable. The Awarded Proposer shall request the change in format a minimum of two (2) business days prior to the status meeting.
- 3. Problem Identification Report.** The Awarded Proposer shall prepare and provide an “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each and include Awarded Proposer recommendations with supporting rationale.
  - 4. Monthly SLA Report.** The Awarded Proposer shall maintain metrics comparing its performance measured against the agreed-upon thresholds and Key Performance Indicators (KPI), and it shall report those values on a basis to the Commission. The Awarded Proposer shall present the Monthly SLA Report in a format to which the Commission provided prior approval. The Commission shall review each SLA report. If performance is substandard, the Commission shall direct the Awarded Proposer to submit an improvement plan that identifies the root cause of issues and specifically defines what the Awarded Proposer shall do to raise performance to acceptable SLA levels. If performance continues to be substandard, the Commission can impose penalties as defined in the SLA contract.
  - 5. Annual Contract Review Meeting.** The Awarded Proposer shall participate in an Annual Contract Review Meeting with the Commission. A minimum of two (2) weeks prior to the meeting, the Awarded Proposer shall provide a digital copy of a summary report detailing its SLA performance for the year along with a narrative of the overall contract execution and identified problems. The Commission and the Awarded Proposer shall review the report and the contractual relationship to date during the Annual Contract Review Meeting to determine if any operational changes may be undertaken.
  - 6. Final Report.** The Awarded Proposer shall develop and submit draft copies of the final report to permit the Commission to satisfy itself as to the report’s completeness and factual accuracy. A format should be provided for the final report.
    - a. Abstract or summarize the result of the service rendered in terminology that shall be meaningful to management and others generally familiar with the subject areas.
    - b. Describe the approach and other techniques used throughout the project.
    - c. Summarize project results.

## AGREEMENT

This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the **Pennsylvania Turnpike Commission** (“**COMMISSION**”), an instrumentality of the Commonwealth of Pennsylvania, with principal offices at 700 South Eisenhower, Blvd., Middletown, Pennsylvania 17057 (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676);

### AND

**(name of contractor)** (“**CONTRACTOR**”), a **(state)** corporation, with its principal office at **(address)**.

### WITNESSETH:

**WHEREAS**, the **COMMISSION** desires to satisfy a need for the **(name of solicitation)**;

**WHEREAS**, by Act No. 211 of the General Assembly of the Commonwealth of Pennsylvania, approved May 21, 1937, and its amendments, the **COMMISSION** is authorized and empowered to enter into an Agreement with the **CONTRACTOR**;

**WHEREAS**, the **COMMISSION** desires to retain the services of **CONTRACTOR** upon the following terms; and

**NOW, THEREFORE**, in consideration of these mutual covenants, and intending to be legally bound, the parties agree as follows:

#### Contractor’s Scope of Work

The **CONTRACTOR** will perform the work described in **(solicitation identification, i.e. RFP number)** dated **(date of solicitation)**, titled **(Title of solicitation)** and the **CONTRACTOR’S** proposal dated **(date of contractor’s proposal)**. These documents are made a part of this Agreement by reference.

#### Commission’s Responsibilities

**(As defined in Section I of the RFP, “Commission Participation”)**

The **COMMISSION** shall furnish the **CONTRACTOR** access to key personnel, relevant documents, and adequate workspace for completing the work.

#### Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid a not-to-exceed amount of **(agreement dollar value)**.

The **CONTRACTOR** agrees that the **COMMISSION** may set off the amount of any state tax liability or other obligation of the **CONTRACTOR** or its subsidiaries to the Commonwealth against any payments due the **CONTRACTOR** under any contract with the **COMMISSION**.

#### Duration of Agreement

The term of this Agreement shall be for a period of **(agreement term)** and shall commence on the Effective Date as defined below.

The Effective Date shall be fixed by the **COMMISSION** after the Agreement has been fully executed by the **CONTRACTOR** and by the **COMMISSION**, and after all approvals required by the **COMMISSION** contracting procedures have been obtained.

The term may be extended for **[number]** additional years by a writing signed by both parties.

This Agreement will not terminate until the **COMMISSION** accepts all work as complete and tenders final payment to the **CONTRACTOR**.

#### Termination

The **COMMISSION** may terminate this Agreement at any time upon thirty- (30) calendar days written notice. If this notice is given, the **CONTRACTOR** shall be paid only for the services already rendered upon the date of the notice and for the services rendered to the date of termination, subject to all provisions of this Agreement. The notice will be effective on the date of receipt. The right to cancel may be exercised as to the entire project, or as to any particular phase or phases, part or parts, and upon one or upon several occasions, but any termination may not be revoked except upon written consent of the parties through a supplemental Agreement to this Agreement.

#### Insurance

The **CONTRACTOR**, prior to execution of this Agreement, shall furnish to the **COMMISSION** the certificates of insurances as required in attached **Exhibit "X"** and made a part of this Agreement.

#### Diverse Business (DB) Requirements

The **CONTRACTOR** agrees to comply with the requirements set forth in the **COMMISSION'S** DB Requirements - **Exhibit X**, attached and made part of this Agreement. In particular, the **CONTRACTOR** agrees to comply with section (d) Consultant Requirements During Performance of Services.

#### Assignment and Delegation

The **CONTRACTOR** may not transfer, assign, or delegate any terms of this Agreement, in whole or

in part, without prior written permission from the **COMMISSION**.

The **CONTRACTOR** shall not engage the services of any person or persons currently employed by the **COMMISSION**, except with the **COMMISSION's** approval.

The **CONTRACTOR** shall neither assign this contract, in part or in whole, nor the right to any monies due him under it. Any part of the work to be done or material furnished under the contract shall not be sublet except to those firms indicated as part of the team in the initial Proposal, without the **COMMISSION's** prior consent in the form of a letter signed by the *Department Head (update accordingly)*.

#### Governing Law

This Agreement will be interpreted according to the laws of the Commonwealth of Pennsylvania.

#### Observance of Laws

The **CONTRACTOR** agrees to observe all relevant federal, state, and local laws and to obtain in its name all necessary permits and licenses.

#### License and Software

A Software License and Escrow Agreement shall be attached to the final Contract as Exhibit X. The License and Escrow Agreement shall include the terms and conditions set forth as follows:

##### *Description of License*

The **CONTRACTOR** hereby grants to the **COMMISSION**, for purposes of operating the **COMMISSION** public-facing Internet site, an unlimited, fully-paid-up, royalty-free, perpetual, universal, irrevocable, non-exclusive license: (i) to use, maintain, disclose, modify, adapt, and improve any and all Software (the "System"); notwithstanding the foregoing, any modifications not made by the **CONTRACTOR**, its Subcontractors or agents shall be subject to **CONTRACTOR** validation in order to continue to maintain applicable warranties; (ii) to use all resulting versions, modifications, adaptations, and improvements of any and all Software; (iii) to make, have made, use, distribute and display copies, reproductions, and derivative works of any and all Software and documentation; and (iv) to permit any other person or entity providing Services to the **COMMISSION** to do any and all of the foregoing (i) through (iii). The foregoing license includes the right to use any systems, processes, methods, applications, technical data specifications and other documentation (including those provided by the **CONTRACTOR**, any third party or currently used by the **COMMISSION**) or that are necessary or useful to operate the System.

##### *Scope of License and Escrow*

All rights and licenses granted to the **COMMISSION** under this Agreement shall be exercisable at any time by the **COMMISSION** and each of the persons and entities provided Services by the **CONTRACTOR**. The license shall permit the **COMMISSION** to add at any time, entities or persons to receive **CONTRACTOR** Services with no additional license fees charged to

COMMISSION. The foregoing shall apply to the COMMISSION, and such persons and entities and their respective successors and assigns. CONTRACTOR shall include, without requirement of any payment or provision of any consideration other than or in addition to that which is expressly specified by this Agreement, the right of the COMMISSION and each other person or entity referred to in this subparagraph:

- a) to utilize the System (including all related documentation), in whole or in part, in connection with Services provided by or to the COMMISSION or such other persons or entities, without regard to present or future location, including for purposes of technical support, maintenance or repair;
- b) to make multiple copies of the Software and related documentation for purposes of the exercise of the COMMISSION's rights and licenses hereunder;
- c) to use the Software and related documentation on or in connection with multiple components obtained by or on behalf of the COMMISSION from the CONTRACTOR or from third parties, and systems (including the System) utilized by the COMMISSION or any person or entity providing Services to or on behalf of the COMMISSION;
- d) to maintain and modify the Software subject to the CONTRACTOR validation set forth in Section *Description of License subparagraph(i)* and to use the resulting versions and modifications thereof;
- e) to sell or distribute user technology, device or method permitting public access to and use of the user Interface of the System, to any person or entity; and f) to exercise any and all such rights and licenses under this Agreement through the services of its employees, agents, independent contractors or subcontractors, or such other persons or entities as it may employ or engage in its own discretion, and to disclose the Software and related documentation, in whole or in part, to such persons or entities for such purposes.

For the avoidance of doubt, nothing in this Agreement shall restrict or preclude the COMMISSION from providing to any other person or entity, or any such other person or entity from using, any of the Software or other materials provided to the COMMISSION hereunder by the CONTRACTOR, in connection with the provision of any products or Services to or on behalf of the COMMISSION, or to any person or entity providing services to or on behalf of the COMMISSION.

Pre-existing CONTRACTOR software shall remain the property of the CONTRACTOR and nothing in this Agreement shall be construed to provide title to such software to the COMMISSION, subject to the license provided as set forth in Section *Description of License*.

#### *Establishing the Escrow*

Upon execution of the Contract the parties shall enter into a Software Escrow Agreement, hereto attached, to the final Contract as Exhibit X. Prior to depositing the Software and related documentation into escrow, the CONTRACTOR shall submit the name of the Escrow Agent to the COMMISSION for its Approval. In the event that the Escrow Agent requires its own form of Escrow Agreement, the form of Escrow Agreement used by the Escrow Agent shall be subject to

the prior written Approval of the COMMISSION and if not Approved by the COMMISSION then another Escrow Agent shall be selected. If the Escrow Agent's form of Escrow Agreement is Approved by the COMMISSION, said Escrow Agreement shall be used.

### *Deposits*

Pursuant to the terms of the Escrow Agreement, the CONTRACTOR shall deposit with the Escrow Agent, without charge to the COMMISSION, all Deposit Materials (as hereinafter defined) necessary or useful to: (i) use, reproduce, modify, repair and maintain the Software; (ii) operate, modify, repair and Maintain the Equipment, and (iii) operate, use, modify, repair and maintain the System in accordance with this Agreement. Access to and rights in the materials in the escrow shall be governed by the terms and conditions hereof and as further defined in the Escrow Agreement.

Materials so deposited ("Deposit Materials") shall include but not be limited to: all Software programs (including all source and object code with respect thereto); configuration files; Interface Control Documents; operator's and user's manuals, and other associated documentation; reports; control files, utilities, and packages; operating systems; data base systems; network packages; Maintenance items (including test programs and program specifications); functional documentation, compilers, instructions for generating the Software, and any proprietary Software tools that are necessary in order to maintain the Software and other Equipment. A list of all deposit materials shall accompany the Deposit Materials.

CONTRACTOR shall deposit a complete set of Deposit Materials upon the Acceptance of the Implementation Phase and shall make updates no less frequently than quarterly or when major updates are made to Software pursuant to the following paragraph, whichever occurs first.

In the event the CONTRACTOR revises or supplements any of the Deposit Materials or creates additional materials related to the System, the CONTRACTOR shall deposit a complete set of such revised, supplemented, or additional Deposit Materials with the above named Escrow Agent within thirty (30) Calendar Days of such revision, supplement or addition and shall indicate with each deposit which documents and which pages have been revised, supplemented or added since the last deposit. Any deposits made pursuant to the two preceding sentences shall become part of the Deposit Materials.

The CONTRACTOR shall provide Notice to the COMMISSION confirming and describing the content of any deposits made within thirty (30) Calendar Days of such deposits, certifying that all such deposits are complete and include accurate copies of the required materials.

To the extent the Software includes components developed by third parties, the CONTRACTOR shall ensure that the Deposit Materials include copies of license agreements, computer programs, disks and documentation for all Software obtained by the CONTRACTOR from third parties. At the CONTRACTOR's expense, the CONTRACTOR shall ensure that all third-party licenses are transferable to the COMMISSION at the time of any release of the escrow provided for hereunder.

### *Payment for Costs of Escrow*

The CONTRACTOR shall be responsible for payment of all costs arising in connection with the establishment and maintenance of the escrow, referred to in this Section, throughout the Contract



Term, including any fees of the Escrow Agent, and the COMMISSION shall not be charged by the CONTRACTOR for its time in compiling and depositing Deposit Materials. The CONTRACTOR's obligation to maintain the escrow in place shall continue after the expiration or termination of the Contract

Term until the CONTRACTOR receives Notice from the COMMISSION that the escrow is no longer required, pursuant to Section *Release of Escrow Deposits*.

#### *Verification of Escrow Deposits*

From time to time while the escrow is in place, the COMMISSION may, at its sole discretion, verify directly or hire a firm qualified and mutually and reasonably acceptable to both parties, to provide verification of the applicable escrow deposits at the COMMISSION's expense, and to prepare a report on items including the content, status and proper functioning of the Software on deposit. The agreement between the COMMISSION and such firm will include non-disclosure provisions deemed appropriate by the COMMISSION. Should any deficiencies or differences be noted between the System implemented under this Agreement and the applicable deposits delivered to the Escrow Agent, the COMMISSION shall provide Notice to the CONTRACTOR and shall provide the CONTRACTOR with a copy of the audit report. Within thirty (30) Calendar Days after its receipt of such notification and accompanying audit report, the CONTRACTOR shall deliver to the Escrow Agent for deposit the applicable Deposit Materials necessary to make the escrow deposits consistent with the System.

#### *Release of Escrow Deposits*

Except as may be otherwise provided in the Escrow Agreement, the Deposit Materials are to remain in Escrow unless or until withdrawal of such Deposit Materials is permitted in accordance with an Event of Default, or upon end of the Contract, whether due to termination or expiration, at which time such Deposit Materials shall be provided to the COMMISSION subject to the limitations contained in the confidentiality provisions, and the terms of the Escrow Agreement, and shall be incorporated into the licenses granted to the COMMISSION hereunder.

In addition, effective upon any release of the Deposit Materials to the COMMISSION, the CONTRACTOR hereby grants to the COMMISSION and its designees a perpetual, irrevocable, universal, non-exclusive, fully-paid-up, royalty-free license to use, reproduce, adapt, modify, enhance and reverse engineer the source code form of the Software and all Deposit Materials for the purpose of supporting and maintaining the System, and for using, making, and having made derivatives of the Software and Deposit Materials in connection therewith. The license granted hereunder shall cover the full definition of Software, including components directly owned, developed or licensed by the CONTRACTOR, as well as components owned, developed or licensed by any CONTRACTOR affiliates, licensors, CONTRACTOR Parties, including third-party Software Suppliers.

#### Work for Hire

Except for hardware, third party licensed software, and software previously developed by **CONTRACTOR**, all Deliverables, including but not limited to source code, software, specifications, plans, designs and engineering, drawings, data, information or other written,

recorded, photographic, or visual materials, trademarks, service marks, copyrights or other Deliverables produced by **CONTRACTOR** or any supplier in the performance of this Agreement shall be deemed "Work Product". All Work Product shall be considered services for hire. Accordingly, except as set forth earlier in this paragraph, all Work Product shall be the exclusive property of the **COMMISSION**. The **CONTRACTOR** agrees to notify the **COMMISSION** in writing before using any of **CONTRACTOR**'s previously developed software for services provided under this Agreement. The **CONTRACTOR** and the **COMMISSION** will honor all applicable preexisting licenses, copyrights, trademarks, service marks, and patents. If as part of an expense item under this Agreement, the **CONTRACTOR** purchases the right to any license, the agreements for the use or ownership of such license will be placed in the name of the **COMMISSION** along with all other rights and obligations. In addition, the **CONTRACTOR** will mark all **COMMISSION** content or previously unprotected work product designated by the **COMMISSION** with a notice as follows: "Pennsylvania Turnpike Commission, (Year)".

#### Audit/Retention of Records

**CONTRACTOR** and its subcontractors shall maintain books and records related to performance of this Agreement or subcontract and necessary to support amounts charged to the **COMMISSION** in accordance with applicable law, terms and conditions of this Agreement, and generally accepted accounting practice. **CONTRACTOR** shall maintain these books and records for a minimum of three (3) years after the completion of the Agreement, final payment, or completion of any contract, audit or litigation, whichever is later. All books and records shall be available for review or audit by the **COMMISSION**, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. **CONTRACTOR** agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to **CONTRACTOR**, or subcontractor, the **COMMISSION** shall adjust future or final payments otherwise due. If no payments are due and owing to **CONTRACTOR**, or if the overpayment exceeds the amount otherwise due, **CONTRACTOR** shall immediately refund all amounts which may be due to the **COMMISSION**. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the **COMMISSION** for the recovery of any funds paid by the **COMMISSION** under this Agreement for which adequate books and records are not available to support the purported disbursement.

#### Dispute Resolution

All questions or disputes regarding any matter involving this Agreement or its breach shall be referred to the Board of Claims of the Commonwealth of Pennsylvania pursuant to 62 Pa.C.S.A. § 1701 *et seq.* If the Board of Claims either refuses or lacks jurisdiction, these questions or disputes shall proceed as provided in 42 Pa.C.S.A. § 7301 *et seq.* (Statutory Arbitration).

The panel of arbitrators will consist of a representative of each of the parties and a third party chosen by the representatives, or if the representatives are unable to choose, by the American Arbitration Association.

### Indemnification

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the **COMMISSION** and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of **CONTRACTOR**, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the **COMMISSION**'s premises, and for breach of this Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

### Data/Information Security Breach Notification

"Breach" shall mean any successful unauthorized acquisition, access, use, or disclosure of **COMMISSION** data that compromises the security or privacy of such data.

"Commission Data" means **COMMISSION** provided information and **COMMISSION** related information acquired as a result of the services provided to **COMMISSION** under this Agreement.

**CONTRACTOR** shall report to the **COMMISSION** any Breach affecting **COMMISSION** Data. The notice to be provided to the **COMMISSION** by **CONTRACTOR** shall be provided without unreasonable delay and no later than within 72 hours of **CONTRACTOR**'s discovery of any Breach. A Breach shall be deemed to be discovered on the first day on which the **CONTRACTOR** knows or reasonably should have known of the Breach. The notice to be provided to the **COMMISSION** by **CONTRACTOR** shall be made in writing to the **COMMISSION**'s Information Security Officer and shall include the following content: (1) the nature of the Breach; (2) the specific Commission Data affected by the Breach; (3) the steps the **CONTRACTOR** is taking to remediate the Breach; and (4) steps the **CONTRACTOR** is taking to mitigate future Breaches. Following notification of the Breach, **CONTRACTOR** shall cooperate with the **COMMISSION**'s investigation of the Breach and provide any other information regarding the Breach or the Commission Data affected which the **COMMISSION** may reasonably request. Should notice to individuals whose information was part of Commission Data be required under any applicable data privacy law, including, but not limited to, individual state data breach notice laws or federal laws such as HIPAA and Gramm Leach Bliley Act, **CONTRACTOR** shall provide the **COMMISSION** with copies of any template notification letters and draft regulatory correspondence for **COMMISSION**'s prior approval. **CONTRACTOR** shall provide any notifications required under the applicable data privacy laws on behalf of the **COMMISSION** at the request of **COMMISSION**. The **COMMISSION** reserves the right to handle any notifications required and shall notify **CONTRACTOR** if the **COMMISSION** will be handling the required notifications. Upon request, **CONTRACTOR** shall provide the **COMMISSION** with its cyber-security policies and procedures. **CONTRACTOR** agrees to reimburse the

**COMMISSION** for any and all reasonable costs associated with the **COMMISSION**'s response to **CONTRACTOR**'s Breach, including any fees associated with the **COMMISSION**'s investigation of **CONTRACTOR**'s Breach, notification costs, and any reasonable offer of credit or identity monitoring product.

### Liquidated Damages

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commission's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commission and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this Section "Liquidated Damages" and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) The Commission and Contractor agree that the Deliverables identified in the Payment Schedule set forth in this Contract as "Major Deliverables" (the "Major Deliverables") shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.
- (c) The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the Contract shall be the flat amount of the specifically identified Major Deliverable for the Transition Period following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the Contract.
- (d) If, at the end of the thirty (30) day period specified in "Liquidated Damages - (c)" above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commission, at no additional expense and at its option, may either:
  - (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commission as a result of this Contract shall be given to the Commission, and the Commission shall be entitled to its remedies under "Termination"; or
  - (2) order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commission or until the Commission terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.

- (e) At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commission by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commission, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.
- (f) To the extent that the delay is caused by the Commission, no liquidated damages will be applied.
- (g) If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

#### Security Requirements

The Security Requirements are attached as **Exhibit X** and made a part of this Agreement.

#### Contractor Integrity Provisions

The Contractor Integrity Provisions are attached as **Exhibit X** and made a part of this Agreement

#### Confidentiality Provisions

1. As a consequence of the performance of its duties with the **COMMISSION**, **CONTRACTOR** may learn, be given, or become aware of certain information, including, but not limited to, matters pertaining to internal communications, information, proprietary information, individually identifiable health information, trade practices, business operations, or other sensitive information collectively known as Confidential Information. Regardless of how transmitted or received by **CONTRACTOR**, whether by receipt, sending, or merely becoming available to **CONTRACTOR** through its relationship to the **COMMISSION**, **CONTRACTOR** agrees to maintain and treat as proprietary and confidential to the **COMMISSION** all such Commission Confidential Information, and shall not discuss, reveal, or use for any purpose outside the performance of its contract with the **COMMISSION** such Commission Confidential Information. Confidential Information shall not include any information that (i) is or becomes available to the public other than as a consequence of a breach by any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization (each a "Person") of any fiduciary duty or obligation of confidentiality, including, without limitation, catalogues, publications, product descriptions and sales literature that the **COMMISSION** has distributed to the public generally; or (ii) information which at the time of disclosure to the **CONTRACTOR** is in the public domain; or (iii) is disclosed as required by a final, unappealable court order and no suitable protective order, or equivalent remedy, is available, or (iv) the **CONTRACTOR** was aware of prior to its disclosure to the

**CONTRACTOR** by the **COMMISSION** from a source not bound by a confidential obligation and the **CONTRACTOR** provides the **COMMISSION** written notice of such fact prior to the execution of this Agreement or promptly upon the **CONTRACTOR**'s learning that the information was Confidential Information; or (v) information which the **CONTRACTOR** can demonstrate with competent written evidence was independently developed by or for the **CONTRACTOR** without use of or reliance on the Confidential Information.

2. With respect to its employees, **CONTRACTOR** agrees to:

a) require all of its employees to maintain such confidentiality;

b) take appropriate action against its employees, officers, and subcontractors for any and all violations of this Agreement.

3. With respect to any subcontractors that **CONTRACTOR** wishes to employ to perform any of its obligations under any agreement with the **COMMISSION**, **CONTRACTOR** agrees to require any such approved subcontractor to execute written confidentiality agreements that require each such **CONTRACTOR** and its employees to comply with all the requirements set forth above.

4. **CONTRACTOR** agrees that any breach of these Confidentiality Provisions may result in civil and/or criminal penalties, for **CONTRACTOR**, its officers and employees, and subcontractors.

5. Notwithstanding any other provision to the contrary, **CONTRACTOR** agrees that these provisions shall survive the termination of this and any and all agreements between the **CONTRACTOR** and the **COMMISSION**.

6. **CONTRACTOR** agrees to treat the information in the same way **CONTRACTOR** treats its own most confidential information and to inform each such person of these provisions.

7. **CONTRACTOR** agrees to immediately notify the **COMMISSION** of any information which comes to its attention which does or might indicate that there has been any loss of confidentiality or information.

8. **CONTRACTOR** shall return to the **COMMISSION** upon demand any and all Confidential Information entrusted to it by the **COMMISSION** pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto or incorporating the Confidential Information) or the **CONTRACTOR** may request permission from the **COMMISSION**, which permission may be granted or denied in the **COMMISSION**'s sole discretion, to destroy all such Confidential Information and provide a certificate of destruction to the **COMMISSION** signed by the **CONTRACTOR**. The **CONTRACTOR** further agrees that neither itself nor its employees or representatives will copy, in whole or in part, any such Confidential Information without the prior written consent of the **COMMISSION**.

9. **CONTRACTOR** agrees that if they have had or will have an SSAE16 audit that they will comply with and abide by the findings of such audit to protect **COMMISSION** information.

Use of Unmanned Aircraft Systems: (remove if not applicable to this Agreement)

The **CONTRACTOR** shall not use or operate Unmanned Aircraft Systems (UAS) without the express written approval of the **COMMISSION**. Such approval shall be determined upon review and authorization of a written request from the **CONTRACTOR** by the **COMMISSION**'s Legal Department and UAS program managers. If approved, the **CONTRACTOR** shall execute a separate Authorization to Operate UAS or other applicable third-party agreement prepared by the **COMMISSION**'s Legal Department setting forth the necessary indemnification, release and insurance requirements. The Authorization shall define the requirements the **CONTRACTOR** must follow in order to operate UAS within **COMMISSION** right-of-way and property. All approved UAS operations shall be conducted using Small Unmanned Aircraft Rule (Part 107) (14 CFR Part 107) of the Federal Aviation Administration (FAA) Regulations.

Execution in Counterparts

This Agreement may be executed in counterparts, including counterparts transmitted electronically or by facsimile, each of which shall constitute an original of this Agreement.

Entire Agreement

This Agreement, together with any writings either attached as exhibits or incorporated by reference, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties.

Modification

This Agreement may be modified only by a writing signed by both parties.

**[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the **Pennsylvania Turnpike Commission** and **(Contractor Name)** have executed this Agreement by their duly authorized officers on the date written above.

ATTEST: PENNSYLVANIA TURNPIKE COMMISSION

_____	_____	_____	_____
Ann Louise Edmunds	Date	Leslie S. Richards	Date
Assistant Secretary-Treasurer		Chair	

APPROVED AS TO FORM AND LEGALITY:

_____	_____	_____	_____
Albert C. Peters II	Date	Pennsylvania Attorney General	Date
General Litigation & Contracts Counsel			

ATTEST: **(Contractor Name)**

Signature_____	_____	Signature_____	_____
	Date		Date
Name_____		Name_____	
Title_____		Title_____	

Federal Tax ID No.\_\_\_\_\_



## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Pennsylvania Turnpike Commission (“Commission”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commission contracting and procurement process.

**I. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. “Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. “Consent”** means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commission shall be deemed to have consented by virtue of the execution of this contract.
- c. “Contractor”** means the individual or entity, that has entered into this contract with the Commission, and “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor
- d. “Financial Interest”** means either:
  - i. Ownership of more than a five percent interest in any business; or
  - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. “Gratuity”** means tendering, giving, or providing anything of monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. See Commission Policy 3.10, Code of Conduct.
- f. “Non-bid Basis”** means a contract awarded or executed by the Commission with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**II.** In furtherance of this policy, Contractor agrees to the following:

- 1.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commission.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; Commission Policy 3.10, Code of Conduct or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.
4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commission in writing and the Commission consents to Contractor's financial interest prior to Commission execution of the contract. Contractor shall disclose the financial interest to the Commission at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:
  - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - c. had any business license or professional license suspended or revoked;
  - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commission will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the

Commission may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, Commission Policy 3.10, Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Chief Compliance Officer, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Chief Compliance Officer to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commission and any such subcontractor, and no third party beneficiaries shall be created thereby.

- 10.** For violation of any of these Contractor Integrity Provisions, the Commission may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commission may have under law, statute, regulation, or otherwise.

**APPENDIX B – PROPOSER QUESTIONS FORM**

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
			Proposer Name:		
#	Page	Section	Section Description	Proposer Question	Commission Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

**APPENDIX C – PROPOSAL COVER SHEET**  
**Pennsylvania Turnpike Commission**  
**WEB HOSTING, SUPPORT, AND MAINTENANCE**  
**RFP#19-10360-8557**

**Enclosed in three separately sealed submittals is the proposal for the Proposer identified below for the above referenced RFP:**

<b>Proposer Information:</b>	
Proposer Company Name	
Proposer Mailing Address	
Proposer Website	
Proposer Contact Person/Title	
Contact Person’s Phone Number	
Contact Person’s Fax Number	
Contact Person’s Email Address	
Proposer Federal ID Number	
Location of Headquarters	
Location of Office(s) Performing the Work	
Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees	

**Submittals Enclosed and Separately Sealed:**

<input type="checkbox"/> Technical Submittal <input type="checkbox"/> Diverse Business Participation Submittal <input type="checkbox"/> Cost Submittal
<b>Signature</b>
Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer’s proposal: _____
Print Name
Title

**An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs this Proposal Cover Sheet and the Proposal Cover Sheet is attached to the proposal, the requirement will be met**

## The Pennsylvania Turnpike Commission

Before starting any work and until completion and final payment is made for the work, or final acceptance of the work, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's cost proposal and no adjustment shall be made to the contract price on account of such costs. Contractor shall furnish Certificates of Insurance showing the effective date of coverage as outlined below. No work may be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. Contractor shall be responsible for ensuring that all Subcontractors hired by the Contractor are properly insured. Contractor shall not permit any such Subcontractors to start work until such evidence has been provided to the Contractor.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self-Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, except for Professional Liability and Network Security and Privacy Liability Insurance, shall be written on an "occurrence" basis.
- d) The Contractor's insurance carrier(s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed, unless cancellation is for non-payment of premium. In the event of cancellation or non-renewal of coverage(s) for any reason, it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

If the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Contractor shall provide the Commission with Certificates of Insurance, showing the insurance coverages listed below, ten days prior to the start of work of this Project and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until the Commission has reviewed and approved the Certificate of Insurance.

Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Commission to

## The Pennsylvania Turnpike Commission

identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Upon completion of the contract, an additional certificate(s) of insurance evidencing coverage shall be provided to the Commission with final application for payment.

- f) The Commission, and its Commissioners, officers, employees and agents shall be added as ADDITIONAL INSUREDS on all required liability policies (except Workers' Compensation, Professional Liability and Network Security and Privacy Liability) for ongoing operations and completed operations on a primary noncontributory basis.

There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

- g) Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the required insurance, including Workers' Compensation (except Professional Liability and Network Security and Privacy Liability).
- h) The amount of insurance in the required coverages shall not be construed to be a limitation of the liability on the part of the Contractor.
- i) The carrying of insurance described below shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

**REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:**

**1. Workers' Compensation and Employer's Liability:**

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements



## The Pennsylvania Turnpike Commission

- b) Employers Liability Limits not less than:
    - Bodily Injury by Accident: \$500,000 Each Accident
    - Bodily Injury by Disease: \$500,000 Each Employee
    - Bodily Injury by Disease: \$500,000 Policy Limit
  - c) Includes sole proprietorships and officers of corporation who will be performing the work.
2. **Commercial General Liability:**  
Provided on standard ISO forms or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.
- a) Occurrence Form with the following minimum limits:
    - (1) General Aggregate: \$2,000,000
    - (2) Products/Completed Operations Aggregate: \$2,000,000
    - (3) Each Occurrence: \$1,000,000
    - (4) Personal and Advertising Injury: \$1,000,000
3. **Automobile Liability:**
- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or “Any Auto”). If Contractor does not have any Owned Vehicles, Contractor is still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above
  - b) Minimum per Accident Combined Single Limit \$1,000,000
4. **Commercial Umbrella Liability:**
- a) Policy(ies) to apply on a Following Form Basis of the following:
    - (1) Commercial General Liability,
    - (2) Automobile Liability, and
    - (3) Employers Liability Coverage.
  - b) Minimum Limits of Liability
    - Occurrence Limit: \$4,000,000
    - Aggregate Limit (where applicable): \$4,000,000
5. **Professional Liability:**
- a) The definition of “Covered Services” shall include the services required in the scope of this contract.
  - b) Minimum Limits of Liability:
    - Per Claim: \$2,000,000
    - Aggregate: \$2,000,000
  - c) If the policy is issued on a claims-made form, the following requirements will apply:

## The Pennsylvania Turnpike Commission

1. The retroactive date must be on or before the start of work under this contract;
  2. In the event of policy termination, cancellation or non-renewal, the Contractor must purchase “tail coverage/an extended reporting period” or maintain coverage for a period of three (3) years after the completion of their work/final payment.
6. **Network Security and Privacy Liability (may be included in Professional Liability):**
- a) Contractor shall maintain the following coverage including but not limited to:
    - (1) Network Security Liability for third party liability arising out of hacking, network system intrusions, unauthorized access/use to data or systems, distribution of malicious code, denial of service and cyber extortion.
    - (2) Privacy Liability for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and /or protected health information that may arise from their work with this contract.
  - b) Minimum Limits of Liability:

Per Claim:	\$2,000,000
Aggregate:	\$2,000,000
  - c) Minimum Limits of Liability:  
Privacy Breach Notification and Credit Monitoring: \$2,000,000 Per Occurrence

## APPENDIX E: DIVERSE BUSINESS (DB) REQUIREMENTS

**Diverse Business Participation.** The Commission is committed to Diverse Business (DB) participation on competitive contracting opportunities. Firms or entities that have not previously performed work or provided services to the Commission are encouraged to respond to the solicitations. RFPs may include DB participation as part of the criteria for the evaluation of proposals, and the Commission may consider DB participation as a selection factor.

**Minimum Participation Level (MPL).** The minimum participation level (MPL) for the inclusion of DBs will be established in the RFP/advertisement as a percentage.

**(a) General Requirements.** Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. § 303, requires proposer on contracts funded pursuant to the provisions of Title 74 (Transportation) and 75 (Vehicle Code) administered and issued by the Commission to make Good Faith Efforts to solicit subconsultants that are Diverse Businesses (DBs) as defined in Section 303. The DB requirements of Section 303 apply to this contract.

Section 303 requires proposers to make Good Faith Efforts, as described below, to solicit subconsultants that are DBs during the proposal process to maximize participation of DBs in competitive contracting opportunities.

The Commission is committed to participation by DBs and will enforce the requirements of Section 303 and this section. Failure to make Good Faith Efforts and demonstrate such Good Faith Efforts in the solicitation of subconsultants may result in the proposer being declared ineligible for the contract.

Proposers shall document and submit to the Commission all Good Faith Efforts, as described in this section, to solicit subconsultants that are DBs during the solicitation process.

Proposers are encouraged to utilize and give consideration to consultants offering to utilize DBs in the selection and award of contracts.

Proposers shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

Failure to comply with the requirements of Section 303 or this specification may result in the imposition of sanctions as appropriate under section 531 of the Procurement Code, 62 Pa.C.S. § 531 relating to debarment and suspension.

The Commission's Director of the Office of Diversity and Inclusion, or designee, is designated the Responsible Official who shall supervise the DB program and ensure that the Commission complies with the DB program.

**(b) Definitions.** The following definitions apply to terms used in this specification:

**1. Disadvantaged Business** – A business that is owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial, social, ethnic prejudice or cultural bias.

**2. Diverse Business** – A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization.

**3. Minority-owned Business** – A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

**4. Professional Services** – An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including: (1) design professional services as defined in 62 Pa.C.S. § 901 (relating to definitions); (2) legal services; (3) advertising or public relations services; (4) accounting, auditing or actuarial services; (5) security consultant services; (6) computer and information technology services; and (7) insurance underwriting services.

**5. Pro Forma Effort**–The act of completing a form or document identifying efforts to solicit DBs for a project in order to satisfy criteria with little or no expectation that the DBs contacted or identified will perform any of the work.

**6. Service-Disabled Veteran-Owned Small Business** – A business in the United States which is independently owned and controlled by a service-disabled veteran(s), not dominant in its field of operation, and employs 100 or fewer employees.

**7. Subconsultant**- Any individual, partnership, firm, or corporation entering into a contract with the prime consultant for work under the contract, including those providing professional and other services.

**8. Third-party Certifying Organization** – An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. The term includes: (1) the National Minority Supplier Development Council; (2) the Women’s Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

**9. Veteran-owned Small Business** –A small business owned and controlled by a veteran or veterans.

**10. Women-Owned Business** – A business owned and controlled by a majority of individuals who are women.

**(c) Actions Required by Proposer during the procurement/consultant selection phase**

**1. Submission Requirements – Consultant Responsiveness.**

- a. **Minimum Participation Level (MPL) Documentation** - If the documentation submitted with the proposal demonstrates that the proposer has identified DBs sufficient to meet the MPL established for this contract, the proposer will be deemed to have satisfied the DB requirement during this phase. The proposer is required to provide the business name and business address of each DB and supporting documentation that includes proof of certification.

If the consultant’s proposal demonstrates the consultant’s inability to meet the MPL established for this contract, the proposer shall demonstrate Good Faith Efforts with its proposal. Failure to submit the required documentation demonstrating Good Faith Efforts as further described below with the proposal may result in a rejection of the proposal.

- b. If no MPL has been established for this contract, the proposer is required to either provide a statement of intent that it will self-perform 100% of the work for the agreement, or demonstrate Good Faith Efforts to solicit subconsultants that are DBs. In either case documentation shall be provided with the proposal.

Failure to submit the required information identified above with the proposal may result in a rejection of the proposal.

**2. Good Faith Effort Requirements:** The documentation of Good Faith Efforts must include the business name and business address of each DB considered. Supporting documentation must also include proof of certification and any explanation of Good Faith Efforts the proposer would like the Commission to consider. Any services to be performed by a DB are required to be readily identifiable to the agreement. Good Faith efforts are demonstrated by seeking out DB participation in the project given all relevant circumstances. The Commission requires the proposer to demonstrate more than Pro Forma Efforts. Evidence of Good Faith Efforts includes, but is not limited to:

- a. Consultant solicits through all reasonable and available means the interest of all certified DBs with the capacity to perform the scope of work set forth in the agreement.
- b. The proposer must provide written notification at least 5 business days before proposals are due to allow the DBs to respond to the solicitation.
- c. The proposer must determine with certainty if DBs are interested by taking appropriate steps to follow up initial solicitations.
- d. The proposer must make efforts to select portions of the work to be performed by DBs to include, where appropriate, breaking out contract work into economically feasible units to facilitate DB participation;
- e. It is the proposer's responsibility to make a portion of the work available to DBs and, to select those portions of the work, so as to facilitate DB participation.
- f. The proposer shall provide evidence of such negotiations that include the names, addresses, and telephone numbers of DBs considered; A description of the information provided regarding the required work and services for the work selected for subconsultants; and evidence as to why additional agreements could not be reached for DBs to perform the work.
- g. Proposers cannot reject or withhold solicitation of DBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. The DB's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example union v. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the proposer's efforts to meet the Good Faith Efforts requirement.
- i. Efforts to assist interested DBs in obtaining bonding, lines of credit or insurance.

**3. Actions Taken by the Commission.** As part of the proposal review process, the Commission will review the submissions to determine whether the proposer has complied with Section 303 and this requirement in the selection of DB subconsultants. The Commission will determine whether the proposer has either met the MPL or provided acceptable documentation as noted above. The Commission reserves the right to contact proposers for clarification during the review and negotiation

process.

If the Commission determines that the proposer has failed to either meet the MPL or provide acceptable documentation as noted above, the proposal may be rejected.

**(d) Consultant Requirements During Performance of Services.**

**1. Replacement of a DB Subconsultant.** Consultant must continue good faith efforts through completion of the contract. The obligation to make Good Faith Efforts to solicit subconsultants for any type of service extends to additional work required for any service which is identified to be performed by a DB. If at any time during the performance of the work, it becomes necessary to replace or add a subconsultant that is a DB, the consultant, as appropriate, shall immediately notify the Commission and seek approval in writing in accordance with the Agreement of the need to replace the DB, which notice shall include the reasons for the replacement. If a prime consultant who originally indicated that it would self-perform all work subsequently decides to use a subconsultant for any work under the contract, the consultant must submit documentation of all Good Faith Efforts as to the work for which a subconsultant is obtained.

**2. Records.** Maintain project records as are necessary to evaluate DB compliance and as necessary to perform the reporting function addressed below. Maintain all records for a period of 3 years following acceptance of final payment. Make these records available for inspection by the Commission, its designees or agents. These records should indicate:

**2.a.** The number of DB and non-DB subconsultants and the type of services performed on or incorporated in this project.

**2.b.** The progress and efforts made in seeking out DB subconsultant organizations and individual DB consultants for work on this project to increase the amount of DB participation and/or to maintain the commitments made at the time of the proposal to DBs.

**2.c.** Documentation of all correspondence, contacts, telephone calls, and other contacts made to obtain the service of DBs on this project.

**3. Reports.** Maintain monthly reports and submit reports as required by the Commission concerning those contracts and other business executed with DBs with respect to the records referred to in subsection (e)2. above in such form and manner as prescribed by the Commission. At a minimum, the Reports shall contain the following:

**3.a** The number of Contracts with DBs noting the type of services provided, including the execution date of each contract.

**3.b** The amounts paid to each DB during the month, the dates of payment, and the overall amounts paid to date. If no payments are made to a DB during the month, enter a zero (\$0) payment.

**3.c** Upon request and upon completion of individual DB firm's work, submit paid invoices or a certification attesting to the actual amount paid. In the event the actual amount paid is less than the award amount, a complete explanation of difference is required.

**4. Subconsultant Contracts**

**4.a.** Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations.

**4.b.** Prime consultant will not impose provisions on DB subconsultants that are more onerous or restrictive than the terms of the prime's contract with non-DBs.

**4.c.** Executed copies of subcontracts/purchase orders are to be received by the Commission before the commencement of work by the DB.

**5. Payments to DB Subconsultants.** Payments to DBs are to be made in accordance with the prompt payment requirements of Chapter 39, Subchapter D of the Procurement Code, 62 Pa.C.S. §3931 et seq. Performance of services by a DB subconsultant in accordance with the terms of the contract entitles the subconsultant to payment.

**(e) Actions to be Taken by Commission After Performance of Services.** Following completion of the Consultant's services, the Director of the Commission's Office of Diversity and Inclusion or his/her designee will review the overall DB participation to assess the Consultant's compliance with Section 303 and this contract. Appropriate sanctions may be imposed under 62 Pa.C.S. § 531 (relating to debarment or suspension) for a Consultant's failure to comply with Section 303 and the requirements of the contract.

## APPENDIX F: KEY POSITIONS

### Purpose

This document provides the key personnel the Awarded Proposer must employ for this Contract. Individuals identified (one or multiple) to serve in the key positions listed below shall be defined as Awarded Proposer personnel who are essential to managing and/or carrying out the work included in the Contract and whose absence would be expected to negatively impact tasks/services and/or deliverables. Resumes are required to be submitted for all individuals named in the table below. Reference RFP Section II-1.E.

<b>Position</b>	<b>Experience and Expertise</b>	<b>Named Person</b>
<b>Engagement Manager</b>	<p>Responsible for daily oversight and interactions with the Commission’s management team providing reports, information, escalations, and other duties required by the Commission.</p> <p>Serves as the Project Manager during the Implementation phase. Desired certifications include: Project Management Professional (PMP); Certified ScrumMaster (CSM) (if proposing an Agile development approach).</p> <p>Post-deployment, the Engagement Manager is not a dedicated position and may support other customers and duties.</p> <p>The Engagement Manager must have at least 10 years prior project and engagement management experience.</p>	
<b>Contract Manager</b>	<p>Responsible for contract oversight, compliance, and administration.</p> <p>This is not a dedicated position and may support other customers and duties.</p> <p>The Contract Manager must have at least 4 years of relevant experience overseeing contracts and compliance.</p>	



Position	Experience and Expertise	Named Person
<b>Technical Lead</b>	<p>Responsible for overseeing the technical and development aspects of the project.</p> <p>The Technical Lead is required to be exclusively dedicated to the Commission with no obligations to projects outside of those within this agreement.</p> <p>The Technical Lead must have at least 10 years of UI Development experience. Extensive knowledge in JavaScript including Webpack knowledge, HTML5, CSS. Experience utilizing JavaScript frameworks. Experience with 508-compliance. Experience in UX design, interaction, and implementation. Experience creating Mockups and/or Prototypes. Extensive programming experience. Practical knowledge of design patterns. Thorough understanding of Development Design Patterns (GOF) (preferred). Experience with Java/Enterprise Java platforms (EJB, JSP, Webservices) (preferred).</p> <p>Non-Technical Requirements: Excellent written and oral communication skills. Excellent presentation and interpersonal skills BS or equivalent degree in Computer Science, Engineering or business-related field. Ability to effectively prioritize and execute tasks in a high-pressure environment.</p> <p>The Technical Lead must have at least an ITIL Foundation certification.</p>	
<b>User Experience (UX) Lead</b>	<p>Responsible for ensuring the public-facing site is user-friendly and able to be personalized.</p> <p>This is not a dedicated position and may support other customers and duties.</p> <p>The User Experience (UX) Lead must have at least 3 years of relevant experience.</p>	
<b>Requirements Lead</b>	<p>Responsible for overseeing the gathering and documentation of all business, stakeholder, technical, and transition requirements.</p> <p>This is not a dedicated position and may support other customers and duties.</p> <p>The Requirements Lead must have at least 3 years of relevant experience. If proposing an Agile solution, the Requirements Lead must be a Certified ScrumMaster (CSM).</p>	

<b>Position</b>	<b>Experience and Expertise</b>	<b>Named Person</b>
<b>Testing Lead</b>	Responsible for overseeing all aspects of system testing during implementation.  This is not a dedicated position and may support other customers and duties.  The Testing Lead must have at least 5 years of relevant experience.	

## APPENDIX G - REQUIREMENTS MATRIX

### Instructions for Completing the Requirements Matrices

The subsequent pages of this appendix provide a separate tab for each of the following requirements matrices:

- A. General Requirements
- B. Features & Functionality
- C. Content Management
- D. Accessibility
- E. Navigation
- F. Infrastructure
- G. Administration
- H. Support
- I. Transition

The matrices reflect the requirements introduced in in Section IV of this RFP. Proposers must complete this appendix and indicate, for each requirement, its capability and commitment to comply with the item. The completed tables in this section must be included as Attachment B in the Proposer's response to this RFP.

## A. General Requirements

The response options for Section A: General Requirements are provided in a drop-down box and include:

- "Yes" if you agree to commit to the item
- "Yes with Reservations" if you are willing to commit under certain conditions
- "No" if are unable or unwilling to commit to the item.

A response of "Yes with Reservations" or "No" must be explained in the column labeled "Reservations/Exceptions to Requirements".

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>A. General Requirements</b>				
<b>A.1 Standards</b>				
A.1.1	The solution must adhere to all current PTC standards throughout the duration of the contract.			<b>NA</b>
<b>A.2 Deliverables</b>				
A.2.1	With each release the selected supplier must deliver the following:			
A.2.1.1	- Website interfaces documentation			<b>YES</b>
A.2.1.2	- Solution requirements documentation			<b>NO</b>
A.2.1.3	- Testing documentation			<b>NO</b>
A.2.1.4	- Training documentation			<b>YES</b>
A.2.1.5	- Go-live documentation			<b>YES</b>
A.2.1.6	- Support documentation			<b>YES</b>
A.2.1.7	- Maintenance and support plan			<b>YES</b>
A.2.2	The Awarded Proposer must develop and submit deliverables in accordance with the agreed upon timeline.			<b>NO</b>
A.2.3	The Awarded Proposer must develop and submit a Project Management Plan (PMP) no later than 30 days of the date of the Notification to Proceed.			<b>YES</b>
A.2.4	The Awarded Proposer must develop and submit an Onboarding and Knowledge Acquisition Plan/Checklist within 30 days of the date of the Notification to Proceed.			<b>YES</b>

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
A.2.5	The Awarded Proposer must carry out a comprehensive analysis of requirements and compile and submit requirements documentation in accordance with the timeline established in the approved PMP.			NO
A.2.6	The Awarded Proposer must develop and submit a Functional Specification document.			YES
A.2.7	The Awarded Proposer must develop and submit design documentation in accordance with the timeline established in the approved PMP.			YES
A.2.8	The Awarded Proposer must develop and implement functional releases in accordance with the timeline established in the approved PMP, including all relevant deliverables related to testing, training, and implementation support.			NA
A.2.9	The Awarded Proposer will be required to submit an onboarding lessons learned deliverable within two (2) calendar months of the transition lessons learned session.			NO
A.2.10	The Awarded Proposer will be required to submit a transition offboarding plan that incorporates the onboarding lessons learned within six calendar months of the end of the contract or one calendar months after it is requested by the PTC.			YES
A.2.11	The Awarded Proposer must prepare a Root Cause Analysis (RCA) Report for incidents as requested by the Commission, including: financial and customer service impact, mitigation steps, prevention strategies, and any outstanding issues. See SLA #24 in Appendix H.			NO

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>A.3 Reports</b>				
A.3.1	The Awarded Proposer must submit monthly SLA reports comparing its performance measured against the agreed upon SLAs five (5) business days prior to the monthly status meeting. These reports should include recommendations for improvement.			<b>YES</b>
A.3.2	The Awarded Proposer must submit weekly Status Reports and conduct weekly Status Meetings during the implementation of the new public-facing site.			<b>NO</b>
A.3.3	The Awarded Proposer must submit monthly Status Reports and conduct monthly Status Meetings post implementation of the new public-facing site.			<b>NO</b>
A.3.4	The Awarded Proposer must submit Problem Identification Reports as problems are identified.			<b>NO</b>
A.3.5	The Awarded Proposer must participate in an Annual Contract Review Meetings with the PTC.			<b>NA</b>

- \* Priority 1: A problem has made a critical site function unusable, unstable or unavailable
- Priority 2: A problem has made an important site function unusable, unstable or unavailable
- Priority 3: A problem has made a normal site function unusable, unstable or unavailable
- Priority 4: A low impact problem where a workaround is available or an immediate repair is possible

## B. Features and Functionality

The response options for Section B: Features & Functionality are included in a drop-down box and include:

- "Yes-Std" if you commit to supply the capability using a standard feature of the platform
- "Yes-Custom" if you commit to supply the feature through an extension to the standard features of the platform
- "No" if you are unable or unwilling to commit to supplying the capability

A response of "Yes-Custom" or "No" must be explained in the column labeled "Reservations or Exceptions to Requirements".

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>B. Features and Functionality</b>				
<b>B.1 General Features</b>				
B.1.1	The solution must have an online form development capability for the PTC to develop interactive forms.			NA
B.1.2	The solution must support multiple categories of forms, with an unrestricted number of forms in each category.			NA
B.1.3	The solution must allow for the completion and submission of forms electronically.			NA
B.1.4	The solution must store form data in a database and be able to export data in in a usable form.			NA
B.1.5	The solution must be able to merge forms with other applications maintained by the Commission.			NA
B.1.6	Forms must be configurable to be used as inputs to and integrate directly with other applications.			NA
B.1.7	Forms must be configurable to accept and process payments through integrated e-commerce functionality.			NA
B.1.8	The solution must provide the capability to contact PTC staff through the use of a “contact us” form on the site as an option for each division and department. Requires that the solution be integrated with the Commission AD.			NA
B.1.9	The solution must provide a request module that allows users to submit questions and requests to the PTC using a simple form and allows for online progress tracking.			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
B.1.10	The administrative side of solution must allow for creating rule-based workflow and automatic deadline notification.			NA
B.1.11	The solution must be able to provide users with updates to their request(s) status(es).			NA
B.1.12	The solution must have an integrated online payment functionality where transaction information can be directly transmitted securely to and from the Commission's current third-party vendor who would then process the credit card or e-check, and remit the funds into a specific bank account.			NA
B.1.13	The Awarded Proposer must integrate with the Commission designated payment processing service.			NA
B.1.14	<p>Transactions must be logged into a local database for reconciliation and reporting purposes. For security purposes, credit card and confidential financial information must not be stored on the system to avoid Commission liability for for payments and that electronic payments.x</p> <p>The Awarded Proposer is expected to procure or otherwise arrange for a PCI DSS compliant processing service as part of the solution. However, the Awarded Proposer shall maintain a record of transactions (without any confidential in data). The processing service may be actually performing the transaction (and have access to sensitive financial data), but the system designed and hosted by the Awarded Proposer should have a record of the transaction.</p>			NA



ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
B.1.15	<p>The solution must have the ability to integrate (pull/push/publish data) with existing third-party applications, including, but not limited to:</p> <ul style="list-style-type: none"> <li>- Online payment application</li> <li>- SAP</li> <li>- Microsoft Dynamics</li> <li>- ServiceNow</li> <li>- OnBase</li> <li>- Agile Assets</li> <li>- GeoAnalytics (including Esri, Qlik)</li> <li>- Vendor Portal</li> <li>- Waze mobile application</li> <li>- SuccessFactors</li> </ul> <p>Informatica is available to manage third-party integrations as the Commission prefers an API approach to (S)FTP.</p>			<b>NA</b>
B.1.16	Major components of the solution must have import and export capabilities, with defined APIs.			<b>NA</b>
B.1.17	The solution should be able to support live video streaming.			<b>NA</b>
B.1.18	The solution must be able to support live data feeds and updates.			<b>NA</b>
B.1.19	The solution must provide the ability to integrate social media platforms (e.g. Facebook, Twitter, Instagram, etc.), including the capability to cross-post content from the content management system to PTC social networking accounts, and vice versa.			<b>NA</b>
B.1.20	Solution should have a FAQ application that allows an unlimited number of FAQ categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category.			<b>NA</b>
B.1.21	The solution must encrypt all files types in a list or document library.			<b>NA</b>

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
B.1.22	The solution must incorporate Commission/executive dashboards which update and display KPI, status, and pertinent to each user group.			NA
B.1.23	The solution must provide the ability for all types of users to create accounts to be able to personalize their website experience.			NA
<b>B.2 Communications Support</b>				
B.2.1	The solution must include a tool that provides a sign-up box allowing users to add their email addresses to receive important notices.			NA
B.2.2	Users must be able to set their e-notification preferences and have their sign-up validated via a confirmation email.			NA
B.2.3	E-notification functionality must be integrated with calendar, job postings, news, and RFP postings.			NA
B.2.4	The solution must have E-newsletter tool functionality and include newsletter templates			NA
B.2.5	The solution must have ability to create and easily swap out content for emergencies, alerts, voting results or other short-term purposes.			NA
B.2.6	The solution must have the ability for users to post press releases, features, stories, and “what’s new” content on the site. News content must have an auto archiving functionality to archive posts after a certain time frame.			NA
B.2.7	News content must have an auto archiving functionality to archive posts after a certain time frame			NA
B.2.8	The News must also have RSS feeds automatically available if desired by website visitors			NA
B.2.9	The solution must have the ability to create and provide polls and surveys on the website.			NA
B.2.10	The solution must have the ability to allow users to post comments on PTC articles and content and allow PTC to approve, review, and/or filter comments.			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>B.3 Event Support</b>				
B.3.1	The solution must provide quick and easy access to calendar/event management and permit users to add, import, export and update calendar listings, offering editing methods available through a direct, front-end interface or a robust back-end interface.			NA
B.3.2	The solution must include an event calendar application that allows an unlimited number of calendar categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category.			NA
B.3.3	The solution must have the capability to set up calendar events as single or recurring events, with options for daily, weekly, monthly, or annual recurrences.			NA
B.3.4	Calendar events must provide space for full descriptions including the ability to post images, tables, and video within the description.			NA
B.3.5	The site visitor must be able to view calendars by a list of events, a week view, or a month view.			NA
B.3.6	Calendars must be filterable by category, a start date, and an end date, with the ability to search for keywords.			NA
B.3.7	Site visitors must be able to subscribe to updates from individual calendar categories through e-mail (HTML or plain-text) or SMS text messages.			NA
B.3.8	Users must have the capability to easily register for events and/or make appointments on the website. This must be accomplished securely so that registrant information is not publicly available.			NA
B.3.9	The solution must have a module that allows staff to efficiently manage the PTC meeting process including the ability to submit meeting agenda items, build agendas, and log minutes.			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
B.3.10	Functionality must include the ability to create different types of meetings and items and customize approval workflows. It must include an agenda builder with drag-and-drop feature to organize finalize and/or finalize an agenda.			NA
<b>B.4 Staffing Support</b>				
B.4.1	The solution must integrate with SuccessFactors to simplify the job posting process by streamlining and simplifying the creation, customization, and management of online job applications.			NA
B.4.2	Users must be able to filter available positions by category, type of position, posting date, and salary.			NA
B.4.3	Functionality should include the ability to create application questions, send customized notifications to applicants, create personalized login accounts for job seekers to view the status of their application, and filter capabilities to create and view application lists on date, status, and other parameters.			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>B.5 Procurement Support</b>				
B.5.1	The solution must include a section to post all procurement-related documentation (e.g., RFP) with amendments and updates.			NA
B.5.2	Procurement-related postings must have the capability to automatically expire on a certain date to ensure that the site is always up-to-date.			NA
<b>B.6 Directories</b>				
B.6.1	The solution must provide a service directory, which organizes the functions of the organization instead of departments, letting users search by topic or services.			NA
B.6.2	The service directory must allow users to search by keyword and should filter by category.			NA

## C. Content Management

The response options for Section C: Content Management are provided in a drop-down box and include:

- "Yes-Std" if you commit to supply the capability using a standard feature of the platform
- "Yes-Custom" if you commit to supply the feature through an extension to the standard features of the platform
- "No" if you are unable or unwilling to commit to supplying the capability

A response of "Yes-Custom" or "No" must be explained in the column labeled "Reservations or Exceptions to Requirements".

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>C. Content Management</b>				
<b>C.1 Content Creation</b>				
C.1.1	The solution must provide a means to add, edit, and move content directly on an assigned webpage without the need to utilize or be trained on a back-end administrative system (e.g., HTML).			NA
C.1.2	The solution must allow users with designated rights to control the location of website content.			NA
C.1.3	Content publishers must have the ability to preview changes prior to publishing on the site.			NA
C.1.4	The solution must provide the ability to manage administrative access to the site through a permission system that defines in-system rights and workflows, including content approval.			NA
C.1.5	Designated administrators must be able to define the workflow, assign the workflow to content groups and content types, and assign users to workflow rules.			NA
C.1.6	The system must support multiple approval levels.			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
C.1.7	The solution must ensure that all content added to the site, whether as part of page content, additions to plug-in applications, or modular elements is delayed until approved by a designated administrator and can be categorized to expire automatically after a set period of time.			NA
C.1.8	Users who wish to add simple links must be provided with an option to do so through an automatic hyperlinking option.			NA
C.1.9	The solution must incorporate pre-created and approved page templates, accessible by all content publishers, to assist in formatting and generating new content that complies with all PTC specifications.			NA
C.1.10	The solution must allow users to place widgets or content blocks on page templates. Widgets must be customizable to user preference and represent any key function, including but not limited to: calendars, directory, e-notification, FAQs, and search functions.			NA
C.1.11	The solution must have the capacity to automatically edit content, checking for and providing suggestions to correct misspellings and grammatical errors.			NA
<b>C.2 Content Management Features</b>				
C.2.1	The solution must allow administrators to create and define content categories within applications and modules, and edit the content categories and/or parameters for categories.			NA
C.2.2	The solution must have the capacity to create user-friendly URLs.			NA
C.2.3	The solution must support an unlimited page structure system that allows the addition of an unrestricted number of pages.			NA
C.2.4	The solution must integrate with the PTC's GIS mapping applications.			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
C.2.5	The solution must allow designated users to view the HTML code of any individual page and directly add or alter the code as necessary.			NA
C.2.6	The solution will be able to support uploaded MS files for users to access in their browser or to download.			NA
<b>C.3 Content Maintenance</b>				
C.3.1	The solution must support a document and media archive for specified categories of documents and media with built-in filtering abilities and search capabilities.			NA
C.3.2	The solution must provide a centralized document and media storage application with unrestricted levels of folders, capable of storing of any type of file, and permitting authorized access from other file hosting services.			NA
C.3.3	The solution must incorporate Commission/executive dashboards, which update and display KPI, status, and pertinent to each user group.			NA
<b>C.4 Content Management Utilities</b>				
C.4.1	The solution must support the administration of on-site banners and graphics, permitting authorized users with the ability to upload a variety of formats including, but not limited to: animated and static image graphical elements (GIF), tag image bitmap files (TIFF), compressed image files (JPEG), and portable network graphics (PNG), and assign those elements to specified areas of the site.			NA
C.4.2	The solution must allow for easy embedding of audio, video, media, and social networking applications with associated embed codes.			NA
C.4.3	The solution must have iFrame functionality to seamlessly embed other documents within any HTML page. Examples of embedded content include but are not limited to videos, third party applications, Slideshare documents, etc.			NA



ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
C.4.4	The solution must include image management tools that allow authorized users to add, enhance, and upload new images as on-site content.			NA
C.4.5	The solution must include image mapping tools to create clickable maps or images with multiple, distinct hyperlinked points.			NA
C.4.6	The solution must support the creation of slideshows using multiple images and common tools and permit the user to alter the order, speed, transition type, duration, and layout of on-site slideshow presentations.			NA
C.4.7	At a minimum, the solution must be capable of accepting a video data transfer of up to five (5) Terabytes each month with an expected growth of 10% year over year. The Commission should only be billed for actual volume transferred.			NA

## D. Accessibility

The response options for Section D: Accessibility are provided in a drop-down box and include:

"Yes-Std" if you commit to supply the capability using a standard feature of the platform

"Yes-Custom" if you commit to supply the feature through an extension to the standard features of the platform

"No" if you are unable or unwilling to commit to supplying the capability

A response of "Yes-Custom" or "No" must be explained in the column labeled "Reservations or Exceptions to Requirements".

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>D. Accessibility</b>				
<b>D.1 General Accessibility Features</b>				
D.1.1	The solution must include accessibility software embedded in the website that offers users access to larger fonts and audible content.			NA
D.1.2	The solution must be accessible, barrier-free and in compliance with Web Content Accessibility (WCAG) 2.0 standards, Sections 504 and 508 of the Rehabilitation Act, Americans with Disabilities Act (AD) standards to permit unfettered access and usage by persons with disabilities.			NA
D.1.3	The solution must incorporate website personalization capabilities to provide tailored user experiences by dynamically delivering individualized content based on established user preferences.			NA
D.1.4	The solution must provide the ability for registered users to log in, view, and update their information and preferences on their home page.			NA
D.1.5	The solution must add new users through the website application, through an imported spreadsheet or through direct front-end user interface.			NA
D.1.6	The solution must have Active Directory integration in support of network administration and security.			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
D.1.7	The solution must support all common user platforms (e.g., desktop, laptop, tablet, mobile phone, etc.).			NA
D.1.8	The solution must support common browsers (e.g., Apple Safari, Google Chrome, Microsoft Internet Explorer/Edge, and Mozilla Firefox) released within the past five years.			NA
D.1.9	The solution must be capable of establishing a secure connection and providing access for authorized employees to log in, work off-site, or update the site through the use of a mobile device.			NA
D.1.10	The solution must incorporate secure single sign-on (SSO) session and user authentication capabilities by integrating with the Commission's Active Directory to allow users to log in with a single ID and password to gain access to a connected system or systems without using different usernames or passwords.			NA
D.1.11	The solution must have the ability to support multiple languages via Google Translate.			NA
D.1.12	The permission system must be divisible into both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added.			NA
D.1.13	The solution must include the development of a chat bot to enhance search capabilities.			NA
D.1.14	The solution must predict searches when a user starts typing in the search field by automatically suggesting relevant text from what the user inputted.			NA
D.1.15	The solution must have search history storage capabilities that provide the user with their last few searches.			NA
D.1.16	The solution must have search capabilities that provide the user with most frequently searched terms.			NA
D.1.17	The solution must have ability to restrict users to search results to content to which they have read-level access.			NA

## E. Navigation

The response options for Section E: Navigation are provided in a drop-down box and include:

- "Yes-Std" if you commit to supply the capability using a standard feature of the platform
- "Yes-Custom" if you commit to supply the feature through an extension to the standard features of the platform
- "No" if you are unable or unwilling to commit to supplying the capability

A response of "Yes-Custom" or "No" must be explained in the column labeled "Reservations or Exceptions to Requirements".

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>E. Navigation</b>				
<b>E.1 General Navigation</b>				
E.1.1	Users must be able to sort search results by date, content, title or relevance; users must be able to filter by type of content and easily apply advanced search techniques, such as Boolean, if desired.			NA
E.1.2	Administrators must be able to tune the search results by using synonyms for common words or terms, and promote pages through the use of keywords.			NA
E.1.3	Search functionality must search web content as well as the contents of files (PDFs, Word Documents, etc.).			NA
E.1.4	Search capability must be contained internally within the site and not outsourced to an external page hosted by a search provider such as Google.			NA
E.1.5	The solution must provide for automatic creation and update of a sitemap and on-page breadcrumbs when content is added, edited or removed from the site.			NA
E.1.6	The solution must provide the ability to tag any content and search, sort, or view based on those tags.			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>E.2 Menus</b>				
E.2.1	Content publishers must be able to add and update menu items if assigned the appropriate permission level.			NA
E.2.2	Administrators must be able to add, edit, update, and move menu items, affecting overall site structure and organization.			NA
E.2.3	The solution must include a dynamic menu structure, with the ability to easily add, edit, move, and delete menu items in multiple structural areas of the site.			NA
E.2.4	The solution must provide for a flexible menu level system that allows the addition of an unrestricted number of menu levels.			NA
E.2.5	The solution must provide capability for fully-customizable mega menus, including options to define the number of levels of navigation, columns, and the ability to place widgets (images, content, and calendars) on the menu.			NA
E.2.6	Mega menus should be unique to each main navigation item.			NA

## F. Infrastructure

The response options for Section F: Infrastructure are provided in a drop-down box and include:

- "Yes" if you agree to commit to the item
- "Yes with Reservations" if you are willing to commit under certain conditions
- "No" if are unable or unwilling to commit to the item.

A response of "Yes with Reservations" or "No" must be explained in the column labeled "Reservations/Exceptions to Requirements".

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>F. Infrastructure</b>				
<b>F.1 Continuity of Operations</b>				
F.1.1	The hosted solution must protect the website against Distributed Denial of Service (DDoS) and other cyberattacks, and must be able to detect and mitigate malicious traffic within 5 minutes.			NA
F.1.2	The Awarded Proposer must perform backups of all site functionality and content daily.			NA
F.1.3	In the event of any outage impacting the primary data center, the hosting solution must have a disaster recovery or backup data center where PTC website visitors will continue to be able to access the PTC site.			NA
F.1.4	The Recovery Time Objective (RTO) will be less than 12 hours; detail requirements will be determined based on prioritized content identified on a sliding scale upon NTP between the Commission and the Awarded Proposer as mutually agreed-upon.			NA
F.1.5	The Awarded Proposer must be able to confirm and communicate to the Commission that the post outage software version is the same as the one before the disaster (e.g., replicated from backup).			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
F.1.6	The hosting platform must be in a certified data center (SSAE 16 Type II Compliant) with multiple layers of security access, redundant ISP providers, backup power and redundant generator, and firewall protection.			NA
F.1.7	In the event of damage of a sufficient magnitude to the primary server site, the Awarded Proposer must provide a second location within the Continental United States and at least 50 miles away that must be able to be modified to accommodate/host the website.			NA
F.1.8	The solution must have smart-detection technology that can identify the source and analyze the behavior of the attack.			NA
F.1.9	The solution must provide downloadable reports on users and what they have access to.			NA
F.1.10	The solution must create audit trails for all user actions that are performed. The following information must be recorded in the audit log: -Date and time of action -Field name -Before value -After value -Effective date -Source (Direct/Web/Mobile App, etc.)			NA
<b>F.2 Performance</b>				
F.2.1	The solution must ensure that pages load on an average of 3 seconds or less. Reference Appendix I, Service Level Agreements, SLA #10.			NA
F.2.2	The hosting platform must have a guaranteed uptime of 99.9%. Reference Appendix I, Service Level Agreements, SLA #8.			NA
F.2.3	The solution must be able to send notifications about unscheduled downtime.			NA
<b>F.3 Security / Confidentiality</b>				
F.3.1	The Awarded Proposer must perform regular vulnerability scans of infrastructure and applications at the Commission's direction.			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
F.3.2	The Awarded Proposer must support quarterly penetration testing performed by the PTC or a mutually agreed upon third party.			NA
F.3.3	As needed, the solution must use SSL certificates to encrypt data contained in site transmissions.			NA
F.3.4	Custom written code will be scanned prior to production release by an industry standard source code evaluation tool.			NA
F.3.5	The Awarded Proposer must permit the Commission to ingest access logs into the Commission's Security Information and Event Management system (SIEM), or review access logs when requested.			NA



## G. Administration

The response options for Section G: Administration are provided in a drop-down box and include as appropriate:

"Yes-Std" if you commit to supply the capability using a standard feature of the platform

"Yes-Custom" if you commit to supply the feature through an extension to the standard features of the platform

"No" if you are unable or unwilling to commit to supplying the capability

OR

"Yes" if you agree to commit to the item

"Yes with Reservations" if you are willing to commit under certain conditions

"No" if are unable or unwilling to commit to the item.

A response of "Yes with Reservations" or "No" must be explained in the column labeled "Reservations/Exceptions to Requirements".

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>G. Administration</b>				
<b>G.1 Site Administration</b>				
G.1.1	The solution must provide a configurable interface for content contributors that displays critical shortcuts, on-site items that require attention, recent activity logs, and an internal messaging system that displays administrative messages and updated information.			NA
G.1.2	The solution must notify content owners of expiring site content through multiple vehicles, including a dashboard administrative display and e-mail notifications.			NA
G.1.3	The solution must be able to highlight the date by which specific expiring content should be reviewed and notify viewers on said date.			NA
G.1.4	The solution must provide a report detailing all changes and activities taking place on the website through content contributors and administrators, which can be filtered by start and end dates, times, by content type, by user ID, and by action taken, and exportable to a .xls spreadsheet.			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
G.1.5	The solution must provide a separate history report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user, and whether or not the login attempt was successful.			NA
G.1.6	The solution must provide an administrative center for reviewing, filtering, and exporting overall website statistics. This center must allow users to view statistics by page or section, filter searched terms by date and time, and export the information in a document, spreadsheet, or graphical representation.			NA
G.1.7	The solution must provide an administrative tool for reviewing site quality and providing users with the location of pages with defects.			NA
G.1.8	The Awarded Proposer must provide regular maintenance and updating of the website, content management system, and associated applications for the purpose of keeping existing software up-to-date as well as introducing new functionality and applications.			NA
G.1.9	The Awarded Proposer must be able to stand up websites and manage content upon ad hoc Commission request on short notice. Reference Appendix I, Service Level Agreement, SLA #11.			NA
G.1.10	The Awarded Proposer must identify their process for reviewing new technologies and implementing new functionalities when planning changes to original features and applications.			NA
G.1.11	The Awarded Proposer must conduct rolling upgrades of the solution, as they become available, to strengthen and update functionality, as well as ensure the PTC is operating on the most current version of the solution.			NA

## H. Support

The response options for Section A: General Requirements are provided in a drop-down box and include:

- "Yes" if you agree to commit to the item
- "Yes with Reservations" if you are willing to commit under certain conditions
- "No" if are unable or unwilling to commit to the item.

A response of "Yes with Reservations" or "No" must be explained in the column labeled "Reservations/Exceptions to Requirements".

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>H. Support</b>				
<b>H.1 General Support</b>				
H.1.1	The Awarded Proposer must provide 24/7 live support via e-mail, chat, and phone. Reference Appendix I, Service Level Agreement, SLA #16.			NA
H.1.2	The Awarded Proposer must provide designated PTC staff with access to live support in event of emergencies.			NA
H.1.3	The Awarded Proposer's support team must be fluent in the functionality and uses of both the content management system's features and associated applications and modules, i.e., publishing tools and detailed analytics modules.			NA
H.1.4	The Awarded Proposer must provide assistance as-needed to PTC content creators in developing, editing, or posting content. Reference Appendix I, Service Level Agreement, SLA #11.			NA
H.1.5	The Awarded Proposer must provide on-demand access to support materials and content, including but not limited to online training manuals and support FAQs.			YES
<b>H.2 Consulting Services</b>				
H.2.1	The Awarded Proposer must provide general consulting services related to website design principles, applications, and technology.			NA
<b>H.3 Training Support</b>				

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
H.3.1	The Awarded Proposer must develop training materials including but not limited to outlines, content, knowldege articles, process flows, and media types for PTC content managers. These materials must be updated as needed with each release.			<b>YES</b>
H.3.2	The Awarded Proposer must provide onsite training (classroom) for internal users on public-facing applications and functionality.			<b>NA</b>
H.3.3	The Awarded Proposer must provide training and training materials for each major release and as requested by the PTC through task orders.			<b>NA</b>

## I. Transition

The response options for Section A: General Requirements are provided in a drop-down box and include:

- "Yes" if you agree to commit to the item
- "Yes with Reservations" if you are willing to commit under certain conditions
- "No" if are unable or unwilling to commit to the item.

A response of "Yes with Reservations" or "No" must be explained in the column labeled "Reservations/Exceptions to Requirements".

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
<b>I. Transition</b>				
<b>I.1 Onboarding</b>				
I.1.1	The transition from the current vendor to the Awarded Proposer will occur over a period of two calendar months.			NA
I.1.2	The Awarded Proposer will be expected to participate in onboarding and knowledge acquisition activities and work alongside the current vendor during the first two calendar months of the contract. These activities include, but are not limited to: - Job shadowing - Attendance at meetings - Review of as-is documentation			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
I.1.3	<p>The Awarded Proposer will be expected to develop a Transition Draft Plan that contains a detailed strategy transitioning the Commission’s Web Presence and its Hosting and Maintenance from the current vendor to the Awarded Proposer. The Plan shall contain the following sections and <i>must be part of the Response</i> :</p> <ul style="list-style-type: none"> <li>a. Transition Task Plan (“Ramp-up”)</li> <li>b. Transition Staffing Matrix (RACI)</li> <li>c. Staff Plan</li> <li>d. Transition Task Plan (“Disentanglement”)</li> <li>e. Scope Assessment Report</li> <li>f. Implementation Plan (see b. below)</li> <li>g. SLA Management Plan</li> <li>h. Incident and Problem Management Response Plan</li> <li>i. Planned Maintenance Schedule</li> <li>j. Documentation Management Plan</li> <li>k. Knowledge Transition Work Plan</li> <li>l. Training Plan</li> </ul>			NA
I.1.4	<p>The Awarded Proposer will be expected to develop an Implementation Draft Plan that shall contain the following sections <i>and must be part of the Response</i>:</p> <ul style="list-style-type: none"> <li>a. Deployment Approach</li> <li>b. Assumptions and Risks</li> <li>c. Deployment Schedule and Resources</li> <li>d. Promotion Strategy; include communication materials that will be used to support the deployment including presentations, promotion materials, meetings, and similar communication media</li> <li>e. Technical Migration/Deployment Methods</li> <li>f. Technology, Infrastructure, and Support Considerations</li> <li>g. Testing Methodologies and Terms for Customer Acceptance</li> <li>h. Training Requirements</li> </ul>			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
I.1.5	The Awarded Proposer will be required to conduct a transition "lessons learned" session within three calendar months of the end of the transition period.			NA
<b>I.2 Migration</b>				
I.2.1	The Awarded Proposer will be required to stand up the initial public-facing site wit a new look and feel reflecting updating Commission branding in May 2021. Date is subject to change.			NA
I.2.2	The Awarded Proposer will complete testing in coordination with the Commission, complying with the standards defined by the Comission Quality Assurance team.			NA
I.2.3	The public-facing site developed by the Awarded Proposer will be migrated to the current URLs at go-live.			NA
I.2.4	The Awarded Proposer will be required to stand up a new version updated for cahsless tolling of the public-facing site in November 2021 to coincide with the initiation of Cashless Tolling Marketing Campaign. Date is subject to change.			NA
<b>I.3 Use of Commission ITSM System ServiceNow</b>				
I.3.1	The Awarded Proposer will be required to use or integhrate with the Commission’s service ticketing system, ServiceNow, for all services covered under this contract.			NA
I.3.2	The Awarded Proposer shall be responsible for coordinating with the Commission for configuration of the ServiceNow system for use in this contract during the transition period (two calendar months following NTP).			NA

ID	Requirement Definition	Confirmation of Commitment	Reservations/Exceptions to Requirements	Sample Template Requested as Part of the Response
I.3.3	<p>The Awarded Proposer shall utilize ServiceNow for the following contract activities including but not limited to:</p> <ul style="list-style-type: none"> <li>a. Service Request Management</li> <li>b. Change Request Management</li> <li>c. Incident Management</li> <li>d. Problem Management</li> <li>e. Release Management</li> <li>f. Capacity Management</li> <li>g. Knowledge Management</li> <li>h. Project Management</li> <li>i. Service Level Management (Timestamps shall be utilized for SLA performance tracking)</li> </ul>			NA



## **APPENDIX H: SERVICE LEVEL AGREEMENTS**

### **Purpose**

This document provides the proposed agreement between the Awarded Proposer and the Commission as to what constitutes acceptable service on this project, in quantifiable and measurable terms. It documents the service objectives, how those objectives will be measured, and related financial implications.

The intent of this Service Level Agreement (SLA) is to ensure the proper understanding and commitments are in place for effective support, measurement and resource planning in the provision of site design, hosting and maintenance services. The matrices included in this Appendix contain the criteria by which the Commission proposes to evaluate the services provided in response to this RFP. The Commission, at its discretion, may agree to negotiate one or more of the proposed service levels, including the fees at risk; however, Proposers should not assume that concessions will be made and should base their proposals to reflect the service levels as documented in this appendix.

The service levels described in this appendix - including changes which may be made as part of negotiations - will be reviewed jointly with the Awarded Proposer on a monthly basis to determine if any modifications or amendments are needed to reflect the Commission's support requirement and the Awarded Proposer's services.

Key performance indicators/expectations in the form or service levels for each area are described in the matrix included in this Appendix.

### **Instructions**

The Awarded Proposer will provide the following services to the Commission divided in two major sections:

- Section 1 Transition and Implementation Major Deliverables:
  - Site Design & Development
- Section 2 Proposed Service Levels:
  - Site Hosting
  - Site Maintenance and Enhancement
  - User Support
  - Problem Correction

**Section 1** contains the "Transition and Implementation Major Deliverables." See Section Titled "Liquidated Damages" as defined in Appendix A (Standard Agreement).

**Section 2** contains the Service Levels the Proposer is to review, include with their Technical Proposal, and use to assist in pricing and requirement analysis. These SLAs are included as samples as a starting point for negotiations with the Selected Proposer and to use as part of the Evaluations.

**For each section, Proposers are requested to provide a cross-walk to a recommended industry-standard Transition Major Deliverables and Service Levels by completing tables on the right (yellow background). The categories in the Tables contained within Section 1 and Section 2 of this Document (Appendix I) are not meant to be exhaustive. Proposer may recommend additional Transition Major Deliverables and Service Levels.**

**A set of Transition Major Deliverables and Service Levels shall be negotiated as part of the Commission and the Selected Vendor negotiating the agreement following bid award.**

**The "Recommended Service Levels" should encourage a service provider to meet or exceed the following Service Objectives:**

1. **Assure the services are functional and reliable when needed**
2. **Assure all work being performed is performed with quality and timeliness**
3. **Assure when defects and failures do occur:**
  - a. **Actions are expeditiously taken to restore functionality quickly**
  - b. **Open and often communications occur for the duration of the failure**
  - c. **The actions taken to resolve the event are captured and reviewed to learn from the event and avoid reoccurrence**

### **Reporting**

The Awarded Proposer must present a Monthly SLA Report in a format approved by the Commission. Reports should provide results by month (sample due date: each second Wednesday each month). Interim reporting is required any time a service level is not met for two consecutive months.

### **Definitions and Abbreviations**

Days(b) – Business Days  
Days(c) – Calendar Days

Credit – A deduction from the Awarded Proposer's monthly invoice expressed as a percentage of the agreed upon fees for the month

Earn Back Potential – An opportunity to recoup a credit. Where applicable, earn backs can result in the restoration of a credit after a defined period of time during which the goal is met or exceeded.

## Section 1 Transition and Implementation Major Deliverables

### Transition/Ramp-up

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Liquidated Damages	Earn Back Potential
1	<b>Completion of Transition Activities</b> <i>[Reference II-1. F. I.]</i>	<b>Total elapsed days between plan and actual</b> (Two calendar months from Notice to Proceed)	0 days(b)	\$50,000	Refer to Appendix A (Standard Agreement) section Liquidated Damages.
Notes: •Measurement – the number of business days between when a milestone is scheduled and when it is acknowledged as complete by the Commission •Inclusions – all milestones identified on Awarded Proposer’s, Commission-approved, work plan •Exclusions – any milestone for which the Commission has granted an exception •Reporting Window – the week within which the milestone was scheduled to complete •Reporting Format – identified on the Weekly Status Report as a problem until resolved and cumulatively included in Monthly SLA Reporting until transition is acknowledged as complete by the Commission					
COMMISSION SLA					
Item	Key Indicator	Description	Goal	Liquidated Damages	Earn Back Potential
2	<b>Transition Plan Finalized</b> <i>[Reference IV-4. 1]</i>	<b>Total elapsed days between plan and actual</b> (40 calendar dates from Notice to Proceed)	0 days(b)	\$10,000	Refer to Appendix A (Standard Agreement) section Liquidated Damages. Note: Liquidated Damages can be “Earned-Back” if Milestone 1 (SLA 1 Transition Complete) is completed within the “Minimum” timeframe.
Notes: •Measurement – the number of business days between when a milestone is scheduled and when it is acknowledged as complete by the Commission •Inclusions – all milestones identified on Awarded Proposer’s, Commission-approved, work plan •Exclusions – any milestone for which the Commission has granted an exception •Reporting Window – the week within which the milestone was scheduled to complete •Reporting Format – identified on the Weekly Status Report as a problem until resolved and cumulatively included in Monthly SLA Reporting until transition is acknowledged as complete by the Commission					

Instructions: Insert Transition Deliverables and Service Level Recommendations in Yellow-Shaded Fields (Cross-Walk); see also Instruction on Worksheet "Purpose\_Instructions."

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Liquidated Damages	Earn Back Potential
1					
Notes: •Measurement – the number of business days between when a milestone is scheduled and when it is acknowledged as complete by the Commission •Inclusions – all milestones identified on Awarded Proposer’s, Commission-approved, work plan •Exclusions – any milestone for which the Commission has granted an exception •Reporting Window – the week within which the milestone was scheduled to complete •Reporting Format – identified on the Weekly Status Report as a problem until resolved and cumulatively included in Monthly SLA Reporting until transition is acknowledged as complete by the Commission					
AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Liquidated Damages	Earn Back Potential
2					
Notes: •Measurement – the number of business days between when a milestone is scheduled and when it is acknowledged as complete by the Commission •Inclusions – all milestones identified on Awarded Proposer’s, Commission-approved, work plan •Exclusions – any milestone for which the Commission has granted an exception •Reporting Window – the week within which the milestone was scheduled to complete •Reporting Format – identified on the Weekly Status Report as a problem until resolved and cumulatively included in Monthly SLA Reporting until transition is acknowledged as complete by the Commission					

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Liquidated Damages	Earn Back Potential
3	<b>Implementation Plan</b>  <i>[Reference IV-4. 3. d.]</i>  The Implementation Plan will contain the following sections: 1. Deployment approach 2. Assumptions and risks 3. Deployment schedule and resources 4. Promotion strategy including communication materials that will be used to support the deployment including presentations, promotion materials, meetings, and similar communication media 5. Technical migration/deployment methods 6. Technology, infrastructure, and support considerations 7. Testing methodologies and terms for customer acceptance 8. Training requirements	<b>Total elapsed days between plan and actual (50 calendar dates from Notice to Proceed)</b>	<b>0 days(b)</b>	<b>\$10,000</b>	<b>Refer to Appendix A (Standard Agreement) section Liquidated Damages. Note: Liquidated Damages can be “Earned-Back” based if Milestone 1 (Transition Complete) is completed within the “Minimum” timeframe.</b>
	Notes: •Measurement – the number of business days between when a milestone is scheduled and when it is acknowledged as complete by the Commission •Inclusions – all milestones identified on Awarded Proposer’s, Commission-approved, work plan •Exclusions – any milestone for which the Commission has granted an exception •Reporting Window – the week within which the milestone was scheduled to complete •Reporting Format – identified on the Weekly Status Report as a problem until resolved and cumulatively included in Monthly SLA Reporting until transition is acknowledged as complete by the Commission				

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Liquidated Damages	Earn Back Potential
3					

**Site Design & Development**

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
4	<b>Documentation Updates</b>  <i>[Reference IV-4.2. c. and d.; IV-3. c.]</i>	<b>Time between completion of UAT and delivery of UAT test results</b>	<b>&lt;=5 Days(b)</b>	<b>\$50 per day for each Day late</b>	<b>N/A</b>
	Notes: •Measurement – the number of business days, in excess of 5 when UAT is acknowledged by the Commission as complete and when the documentation is delivered •Inclusions – UAT test results •Reporting Window – the two-week period in which UAT is completed •Reporting Format – Identified in the Weekly Status Report beginning with the report in which UAT is completed and continuing until the documentation has been submitted to and accepted by the Commission. Also included in Monthly SLA Reporting				
COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
5	<b>Success Rate of UAT – High-Severity Defects</b>  <i>[Reference IV-2. and IV-4. 2. d.]</i>	<b>Percentage of UAT cases passing on first execution</b>	<b>Zero (0) High-Severity Defects</b>	<b>\$100 for each Defect over Target and each business day a resolution is not provided</b>	<b>80% earn back if goal is met on second execution</b>
	Notes: •Measurement – percent of the total UAT cases planned and executed per Test Plan and Test Scripts developed and approved by the Commission and as verified by the Commission’s assigned project manager; defects identified outside of the defined Test Plan and Test Scripts will be part of a new SLA •Reporting Window – the duration and one week following completion of the first pass of UAT •Reporting Format – Identified in Weekly Status Reports covering the periods in which the first pass of UAT is conducted and one week following completion of the first pass. Also included in Monthly SLA Reporting				

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
4					
AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
5					

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
6	<b>Success Rate of UAT – Medium-Severity Defects</b> <i>[Reference IV-2. and IV-4. 2. d.]</i>	Percentage of UAT cases passing on first execution	>=Maximum of Five (5) Medium-Severity Defects	\$50 for each Defect over Target and each day after two (2) business days a resolution is not provided	80% earn back if goal is met on second execution
	Notes: •Measurement – percent of the total UAT cases planned and executed per Test Plan and Test Scripts developed and approved by the Commission and as verified by the Commission’s assigned project manager •Reporting Window – the duration and one week following completion of the first pass of UAT •Reporting Format – Identified in Weekly Status Reports covering the periods in which the first pass of UAT is conducted and one week following completion of the first pass. Also included in Monthly SLA Reporting				
COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
7	<b>Success Rate of UAT – Low-Severity Defects</b> <i>[Reference IV-2. and IV-4. 2. d.]</i>	Percentage of UAT cases passing on first execution	>=Maximum Ten (10) Low-Severity Defects	\$50 for each Defect over Target and each day after four (4) business days a resolution is not provided	80% earn back if goal is met on second execution
	Notes: •Measurement – percent of the total UAT cases planned and executed per Test Plan and Test Scripts developed and approved by the Commission and as verified by the Commission’s assigned project manager •Reporting Window – the duration and one week following completion of the first pass of UAT •Reporting Format – Identified in Weekly Status Reports covering the periods in which the first pass of UAT is conducted and one week following completion of the first pass. Also included in Monthly SLA Reporting				

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
6					
AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
7					

## Section 2 Proposed Service Levels

### Site Hosting

COMMISSION SLA						
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential	
8	Site Availability <i>[Reference IV-1. and IV-3. f.]</i>	Sites are available for all functions, seven days a week, 24 hours per day	>=99.9%	See Table Below	90% if availability was not below 97% and goal is met in the subsequent two-month period	
	Notes:					
	<b>Monthly Uptime Percentage</b>		<b>Initial Credit Percentage of Total Monthly Charges</b>	<b>Additional Credit Percentage for each subsequent month where availability is below the applicable availability level</b>		
	99.9 to 100%		0%	N/A		
	98.0% to 99.9%		5%	1.0%		
	95.0% to 97.9%		15%	1.5%		
90.0% to 94.9%		25%	2.0%			
89.9% or below		100%	2.5%			
<ul style="list-style-type: none"> <li>•Measurement – the percentage of time in a month in which users are able to access and execute any and all defined site functions (i.e., no site outages); the type of monitoring (synthetic transactions preferred) will be mutually agreed upon by the Commission and the Awarded Vendor</li> <li>•Inclusions – 24x7 availability of all site functionality for a calendar month</li> <li>•Exclusions – Commission approved scheduled downtime for a calendar month</li> <li>•Reporting Window – monthly</li> <li>•Reporting Format – identified in the Problem Identification Report any time unscheduled downtime occurs and cumulatively included in Monthly SLA Reporting</li> </ul>						
COMMISSION SLA						
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential	
9	Notification of Site Non-availability as Discovered by Monitoring Tool <i>[Reference IV-3. g. and IV-4. 4. c.]</i>	The time between when a site, or any portion of a site, becomes unavailable or performance is degraded, and the time notification is provided to the Commission	< 30 minutes	\$250 per incident plus an additional \$250 for each subsequent 30- minute delay	N/A	
	Notes: <ul style="list-style-type: none"> <li>•Measurement – the time, in minutes, between when any portion of the website is first discovered or identified as unavailable or degraded and when the Commission’s identified service owner is contacted</li> <li>•Exclusions – any availability or degradation issue which can justifiably attributed to user error or deficient user equipment/resources</li> <li>•Reporting Window – monthly</li> <li>•Reporting Format – each incident individually identified in the Problem Identification Report and cumulatively included in the Monthly SLA Reporting</li> <li>•Method of Notification – Submission of a ticket in the Commission ITSM Ticketing system (including a phone call during off-hours) by the Awarded Proposer with an acknowledgement by the Commission</li> </ul>					

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
8					
AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
9					

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
10	Site Response Time <i>[Reference IV-2.]</i>	Average internal response time for site transactions measured monthly	100% < 20 seconds 98% < 3.5 seconds 95% < 1.5 seconds 90% < 1 second	.5% of current month invoice	90% if goal is met in the following month
	Notes: •Measurement – the time elapsed from the moment of the request of a certain URL until the requested page is fully displayed measured through real or simulated user experience at the Awarded Proposer’s hosting environment; requires the Awarded Proposer to provide the Commission access to a monitoring system the Proposer manages or a third-party system (for example, Google/PageSpeed Insight or Pingdom) •Inclusions – transmission, processing, and rendering time •Reporting Window – monthly •Reporting Format – exceptions reported in Weekly Status Reports (analytics). Cumulative reporting in Monthly SLA Reporting				

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
10					

**Site Maintenance and Enhancement**

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
11	Site Change Request – Emergency and Regular <i>[Reference IV-4. 2. e.; IV-4. 3. b.; IV-4. 4. c.; IV-5. 2. a. and c.]</i>	The time between when a change request to site design and/or content is received and when the Commission receives a proposed work plan for review	Emergency – Same Day Regular - Two Days(b) from the Receipt of the Request	\$50 per Day(b) late	N/A
	Notes: •Measurement – number of business days between when the Awarded Proposer receives an approved change request from the Commission’s project manager and when the Awarded Proposer returns, to the Commission’s project manager, a proposed work plan to execute the change request. The Site Change Request must be identified in the Commission ITSM Ticketing system as an Emergency and accompanied by a phone call by the Commission to the Awarded Proposer. A response by the Commission’s standard close-of-business is considered within the day(b) parameter •Exclusion – any change request for which the Commission has specifically waived the two-business day goal •Reporting Window – monthly •Reporting Format – identified on the Weekly Status Report as a problem until resolved and cumulatively included in Monthly SLA Reporting				

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
11					

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
12	Post Production Problems (Priority 1)*** <i>[Reference IV-4. 1. a. viii.; IV-4. 2. c.; IV-5. 2. and 3. and 5.]</i>	Total number of new Priority 1 problems reported within 30 days after go-live	0	\$200 per problem	\$150 for each new problem solved within 2 hours Earn back decreases by \$25 for each hour beyond 2
	Notes: •Measurement – total number of priority 1 problems affecting critical and important site functions (see definitions below) attributable to the release of new design, content or functionality in production; the Commission and the Awarded Proposer will mutually agree on an internal process, which references the original change and associated incident(s) both in the root cause analysis and in the incident and change tickets) •Inclusions – all changes within the control of the Awarded Proposer •Exclusions – any changes which by-passed the Awarded Proposer and of which the Awarded Proposer was not made aware •Reporting Period – monthly •Reporting Format – each incident individually identified in the Problem Identification Report and cumulatively included in the Monthly SLA Reporting				

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
12					

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
13	<b>Post Production Problems (Priority 2)***</b> <i>[Reference IV-4. 1. a. viii.; IV-4. 2. c.; IV-5. 2. and 3. and 5.]</i>	<b>Total number of new Priority 2 problems reported within 30 days after go-live</b>	<=2	<b>\$150 per problem after initial goal</b>	<b>\$150 for each new problem solved within 3 hours Earn back decreases by \$25 for each hour beyond 3</b>
	Notes: •Measurement – total number of priority 2 problems affecting critical and important site functions (see definitions below) attributable to the release of new design, content or functionality in production; the Commission and the Awarded Proposer will mutually agree on an internal process, which references the original change and associated incident(s) both in the root cause analysis and in the incident and change •Inclusions – all changes within the control of the Awarded Proposer •Exclusions – any changes which by-passed the Awarded Proposer and of which the Awarded Proposer was not made aware •Reporting Period – monthly •Reporting Format – each incident individually identified in the Problem Identification Report and cumulatively included in the Monthly SLA Reporting				
COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
14	<b>Post Production Problems (Priority 3)***</b> <i>[Reference IV-4. 1. a. viii.; IV-4. 2. c.; IV-5. 2. and 3. and 5.]</i>	<b>Total number of new Priority 3 problems reported within 30 days after go-live</b>	<=3	<b>\$100 per problem after initial goal</b>	<b>\$125 for each new problem solved within 4 hours Earn back decreases by \$25 for each hour beyond 4</b>
	Notes: •Measurement – total number of priority 3 problems affecting critical and important site functions (see definition below) attributable to the release of new design, content or functionality in production; the Commission and the Awarded Proposer will mutually agree on an internal process, which references the original change and associated incident(s) both in the root cause analysis and in the incident and change •Inclusions – all changes within the control of the Awarded Proposer •Exclusions – any changes which by-passed the Awarded Proposer and of which the Awarded Proposer was not made aware •Reporting Period – monthly •Reporting Format – each incident individually identified in the Problem Identification Report and cumulatively included in the Monthly SLA Reporting				
COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
15	<b>Post Production Problems (Priority 4)***</b> <i>[Reference IV-4. 1. a. viii.; IV-4. 2. c.; IV-5. 2. and 3. and 5.]</i>	<b>Total number of new Priority 4 problems reported within 30 days after go-live</b>	<=5	<b>\$75 per problem over 5 after initial goal</b>	<b>\$60 for each new problem solved within 4 hours. Earn back decreases by \$10 for each hour beyond 8</b>
	Notes: •Measurement – total number of priority 4 problems affecting critical, important, and normal site functions (see definition below) attributable to the release of new design, content or functionality in production; the Commission and the Awarded Proposer will mutually agree on an internal process, which references the original change and associated incident(s) both in the root cause analysis and in the incident and change •Inclusions – all changes within the control of the Awarded Proposer •Exclusions – any changes which by-passed the Awarded Proposer and of which the Awarded Proposer was not made aware •Reporting Period – monthly •Reporting Format – each incident individually identified in the Problem Identification Report and cumulatively included in the Monthly SLA Reporting				

**\*\*\*Priority Definitions:**

- Priority 1: A problem has made a critical site function unusable, unstable or unavailable
- Priority 2: A problem has made an important site function unusable, unstable or unavailable
- Priority 3: A problem has made a normal site function unusable, unstable or unavailable
- Priority 4: A low impact problem where a workaround is available or an immediate repair is possible.

A **critical site function** is one which the Commission has designated as critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.

An **important site function** is one which the Commission has designated as critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.

A **normal site function** is one which the Commission has designated as a non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
13					
AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
14					
AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
15					

**User Support**

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
16	<b>Support Availability</b> <i>[Reference II-1, F, H, and IV-3, h.]</i>	<b>The percentage of support requests answered by a live agent</b>	<b>98%</b>	<b>1% of monthly invoice</b>	<b>90% if score was not below 95% and goal is met in the subsequent two-month period</b>
	Notes: •Measurement – percentage of calls answered by live support individuals as opposed to all calls including those recorded due to the unavailability of a live agent •Inclusions – all calls regardless of day or time •Reporting Window – monthly •Reporting Format – identified on the Weekly Status Report as a problem until goal is achieved. Also included cumulatively in Monthly SLA Reporting				

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
16					

**Problem Correction**

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
17	<b>Critical Severity Incident Responsiveness</b> <i>[Reference IV-2.]</i>	<b>The amount of time Critical Severity incident tickets are acknowledged as received and work has begun</b>	<b>&lt;=15 minutes</b>	<b>For Critical Sites \$ 50.00 for every 10 minutes past minimum. For Non-Critical Sites \$ 5.00 for every 10 minutes past minimum. Each Critical Severity Incident ticket is evaluated separately.</b>	<b>\$50 if responded in less than 15 minutes</b>
	Notes: •Measurement – the number of support request calls that go to voicemail or email and are not subsequently responded to within 15 minutes of the time at which the call or ticket was logged or an email was received •Inclusion – all calls going to voicemail or email rather than a live agent •Reporting Period – monthly •Reporting Format – identified on the Weekly Status Report as a problem until goal is achieved. Also included cumulatively in Quarterly SLA Reporting				

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
17					



COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
18	High Severity Incident Responsiveness <i>[Reference IV-2.]</i>	The amount of time <u>High Severity</u> incident tickets are acknowledged as received and work has begun	<=30 minutes	For Critical Sites \$ 50.00 for every 10 minutes past minimum. For Non-Critical Sites \$ 5.00 for every 10 minutes past minimum. Each High Severity Incident ticket is evaluated separately.	\$50 if responded in less than 30 minutes
Notes: •Measurement – the number of support request calls that go to voicemail or email and are not subsequently responded to within 30 minutes of the time at which the call or ticket was logged or an email was received •Inclusion – all calls going to voicemail or email rather than a live agent •Reporting Period – monthly •Reporting Format – identified on the Weekly Status Report as a problem until goal is achieved. Also included cumulatively in Quarterly SLA Reporting					
COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
19	Medium Severity Incident Responsiveness <i>[Reference IV-2.]</i>	The amount of time <u>Medium Severity</u> incident tickets are acknowledged as received and work has begun	<=60 minutes	For Critical Sites \$ 50.00 for every 10 minutes past minimum. For Non-Critical Sites \$ 5.00 for every 10 minutes past minimum. Each High Severity Incident ticket is evaluated separately.	\$50 if responded to in less than 60 minutes
Notes: •Measurement – the number of support request calls that go to voicemail or email and are not subsequently responded to within 60 minutes of the time at which the call or ticket was logged or an email was received •Inclusion – all calls going to voicemail or email rather than a live agent •Reporting Period – monthly •Reporting Format – identified on the Weekly Status Report as a problem until goal is achieved. Also included cumulatively in Quarterly SLA Reporting					

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
18					
AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
19					

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
20	Low Severity Incident Responsiveness <i>[Reference IV-2.]</i>	The amount of time <u>Low Severity</u> incident tickets are acknowledged as received and work has begun	<=120 minutes	For Critical Sites \$ 50.00 for every 10 minutes past minimum. For Non-Critical Sites \$ 5.00 for every 10 minutes past minimum. Each High Severity Incident ticket is evaluated separately.	\$50 if responded to in less than 120 minutes
Notes: •Measurement – the number of support request calls that go to voicemail or email and are not subsequently responded to within 120 minutes of the time at which the call or ticket was logged or an email was received •Inclusion – all calls going to voicemail or email rather than a live agent •Reporting Period – monthly •Reporting Format – identified on the Weekly Status Report as a problem until goal is achieved. Also included cumulatively in Quarterly SLA Reporting					
COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
21	Critical Severity Problem Resolution Timeliness <i>[Reference IV-5. 2. and 3.]</i>	Time interval allowed for Awarded Proposer to resolve an individual <u>Critical Severity Problem Ticket</u>	<=3 Hours	N.A.	N.A.
Notes: •Measurement – the number of High Severity support problem reports that are not resolved within the priority-based goal •Inclusion – all which identify a unique problem •Reporting Period – monthly •Reporting Format - each incident individually identified in the Problem Identification Report and cumulatively included in the Monthly SLA Reporting					
COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
22	High Severity Problem Resolution Timeliness <i>[Reference IV-5. 2. and 3.]</i>	Time interval allowed for Awarded Proposer to resolve an individual <u>High Severity Problem Ticket</u>	<=6 Hours	N.A.	N.A.
Notes: •Measurement – the number of High Severity support problem reports that are not resolved within the priority-based goal •Inclusion – all which identify a unique problem •Reporting Period – monthly •Reporting Format - each incident individually identified in the Problem Identification Report and cumulatively included in the Monthly SLA Reporting					

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
20					
AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
21					
AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
22					

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
23	<b>Moderate Severity Problem Resolution Timeliness</b>  <i>[Reference IV-5. 2. and 3.]</i>	<b>Time interval allowed for Awarded Proposer to resolve an individual Moderate Severity Problem Ticket</b>	<b>&lt;=18 Hours</b>	<b>N.A.</b>	<b>N.A.</b>
	Notes: •Measurement – the number of Moderate Severity support problem reports that are not resolved within the priority-based goal •Inclusion – all which identify a unique problem •Reporting Period – monthly •Reporting Format - each incident individually identified in the Problem Identification Report and cumulatively included in the Monthly SLA Reporting				
COMMISSION SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
24	<b>Root Cause Analysis Report Timeliness</b>  <i>[Reference IV-5. 2. and 3.]</i>	<b>The number of RCAs not delivered in a timely manner or incomplete.</b>	<b>30 Days(c) for Final Report 5 Days(b) for Initial or 1st Draft Report</b>	<b>\$50.00 per calendar day beyond minimum</b>	<b>N.A.</b>
	Notes: •Measurement – As requested by the Commission Number of days after Problem/Incident Ticket was placed in a "Resolved" condition; or Number of Days after written request from the Commission. = [Delivered Date] - [Requested/Resolved Date] (in whole days) •Inclusion – all RCAs •Exclusion – any case in which the Commission has granted an exception •Reporting Period – monthly •Reporting Format – identified on the Weekly Status Report as a problem until goal is achieved. Also included cumulatively in Monthly SLA Reporting				

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
23					
AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
24					

**Project Success**

COMMISSION SLA					
Item	Key Indicator	Description	Goal	Liquidated Damages	Earn Back Potential
25	<b>Key Project Successfulness</b>	<b>The successful delivery of a Key Project, where all Deliverables, Milestones, and Due Dates are met and accepted by the Commission as defined within the agreed-to Project Request Document.</b>	<b>0 days(b)</b>	<b>\$10,000 for Small Impact Projects \$25,000 for Medium Impact Projects \$50,000 for Large Impact Projects</b>	<b>Refer to Appendix A (Standard Agreement) section Liquidated Damages.</b>
	Notes: •Measurement – the number of business days between when a milestone is scheduled and when it is acknowledged as complete by the Commission; the Key Project is considered unsuccessful when the Key Project is delivered after the Due Date, there are unsatisfied Deliverables, Milestones dates are late, or the Commission does not accept the work completed •Inclusions – all milestones identified on Awarded Proposer’s, Commission-approved, work plan •Exclusions – any milestone for which the Commission has granted an exception •Reporting Window – the week within which the milestone was scheduled to complete •Reporting Format – identified on the Weekly Status Report as a problem until resolved and cumulatively included in Monthly SLA Reporting until transition is acknowledged as complete by the Commission				

AWARDED PROPOSER CROSS-WALKED RECOMMENDED SLA					
Item	Key Indicator	Description	Goal	Credit	Earn Back Potential
25					

## Appendix I: Cost Breakdown

Proposers must complete and submit Appendix I in accordance with the instructions provided in the RFP, Section II-3, Cost Submittal. Proposers should not include any assumptions in their cost submittals. If the Proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal.

The Commission recognizes that not all services required over the potential life of the Contract are well-known today and therefore cannot be priced adequately. Thus, cost submittals for this work statement should only consider services required as described within this RFP. Specific provisions have been included in the Contract to allow for future systems and functionality to be added into the Contract or removed via annual contract review and a Work Order (WO) process.

# 1. Website Design and Development

(months 1 - 12)

Total Monthly Charge \$

Total Monthly Hours

## Supporting Detail

	<u>Staffing : List by Role</u>	<u>Rate</u>	<u>Avg Hours per Month</u>
1	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
2	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
3	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
4	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
5	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
6	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
7	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
8	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
9	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

	<u>Subcontractor Staff</u>	<u>Rate</u>	<u>Avg Hours per Month</u>
1	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
2	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
3	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
4	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
5	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

	<u>Other Direct Costs</u>	<u>Rate</u>
1	<input type="text"/>	\$ <input type="text"/>
2	<input type="text"/>	\$ <input type="text"/>
3	<input type="text"/>	\$ <input type="text"/>
4	<input type="text"/>	\$ <input type="text"/>
5	<input type="text"/>	\$ <input type="text"/>

## 2. Website Design and Development, Hosting, and Maintenance Support

(months 13 - 18)

Total Monthly Charge \$   
Total Monthly Hours

### Supporting Detail

	<u>Staffing : List by Role</u>	<u>Rate</u>	<u>Avg Hours per Month</u>
1	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
2	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
3	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
4	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
5	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
6	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
7	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
8	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
9	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

	<u>Subcontractor Staff</u>	<u>Rate</u>	<u>Avg Hours per Month</u>
1	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
2	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
3	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
4	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
5	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

	<u>Other Direct Costs</u>	<u>Rate</u>
1	<input type="text"/>	\$ <input type="text"/>
2	<input type="text"/>	\$ <input type="text"/>
3	<input type="text"/>	\$ <input type="text"/>
4	<input type="text"/>	\$ <input type="text"/>
5	<input type="text"/>	\$ <input type="text"/>

### 3. Hosting, Maintenance & Support

(months 19 - 60)

Total Monthly Charge \$

Total Monthly Hours

#### Supporting Detail

	<u>Staffing : List by Role</u>	<u>Rate</u>	<u>Avg Hours per Month</u>
1	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
2	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
3	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
4	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
5	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
6	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
7	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
8	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
9	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

	<u>Subcontractor Staff</u>	<u>Rate</u>	<u>Avg Hours per Month</u>
1	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
2	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
3	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
4	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
5	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

	<u>Other Direct Costs</u>	<u>Rate</u>
1	<input type="text"/>	\$ <input type="text"/>
2	<input type="text"/>	\$ <input type="text"/>
3	<input type="text"/>	\$ <input type="text"/>
4	<input type="text"/>	\$ <input type="text"/>
5	<input type="text"/>	\$ <input type="text"/>

## Appendix J: Commission Security Standards and Requirements

### 1. Security Standards

#### General Security Requirements

1.	Vendor shall supply all hosting equipment (hardware and software) required for performance of the contract and ensure maintenance and replacement as necessary to maintain compliance with the Service Level Agreement(s).
2.	The vendor shall warrant all system/software to be delivered free of malware or other malicious or destructive code.
3.	In the event of adverse risk findings through an audit or assessment, the vendor shall cooperate with the Commission in remediating any risks to the system, including complying with requests to temporarily take the system offline or otherwise limit access to the system during remediation if warranted.
4.	Vendors must have a plan for compliance with all applicable breach notification laws, including Pennsylvania’s Breach of Personal Information Notification.
5.	The Commission must be notified in writing within 72 hours of the earliest indication or report of a potential breach or unintended disclosure of confidential information.
6.	Incident response actions that may affect confidential information must be conducted quickly and with ample resources. Vendor must hire a professional third-party incident response team if its inhouse resources do not have sufficient skill or availability.
7.	The Commission shall have the right to view all incident response evidence, reports, communications, and related materials, affecting Commission systems, upon request.
8.	If requested by the Commission, or if required by law, the vendor, at its own cost and expense, shall notify in writing all persons affected by the incident.
9.	The vendor is responsible for hardening all devices to run only the services required to support the application. All unnecessary services must be disabled (for example, UPnP, SLP, etc.).
10.	If Commission user service disruptions are expected, the change must be approved by the Change Review Board (CRB) before implementation.
11.	No generic user accounts for shared resources will be permitted.
12.	Audit logs must be implemented for all systems. All actual or attempted violations of system security must generate an audit log. Audit logs must be secured against unauthorized access or modification.
13.	All account credentials (username/password) must be encrypted during transmission.
14.	All administrator account passwords and SNMP community strings must be changed from the manufacturer’s default values to a hardened value.



### Hosted/Cloud-Based Security Requirements

1.	The Commission’s data must be located and remain within the continental United States.
2.	Vendor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth, service capacity, and ensure its data center and/or other vendors performing subcontracted services have industry standard physical, technical, human, and administrative controls.
3.	Vendor shall house all services and equipment in an operational environment that meets industry standards including climate control, fire and safety hazard detection, redundancy, electrical needs, and physical security.
4.	If Commission employee access is required, then the latest version of ADFS (Active Directory Federated Services), using the latest version of SAML, must be used for authentication and authorization, and the Identity Source must be either the Commission’s on-premise ADFS installation or the Commission’s Azure AD instance.
5.	When SAML authentication is used for cloud-hosted systems, the vendor must use Provider-side Initiated authentication.
6.	All cloud-based/hosted systems using HTTPS, or any other protocol using SSL/TLS, must use TLS 1.2 or later with a key size no smaller than 2048 bits.
7.	For public-facing systems, the vendor shall utilize a third-party certificate provider who is a recognized and trusted authority in the industry.
8.	The vendor is responsible for sending the Commission system/network vulnerability scan results upon request.
9.	The vendor will supply firewall and IPS logs for malicious intrusion and access attempts into hosted Commission systems upon request.
10	Vendors must have, and upon request by the Commission, shall provide copies of its information security policies that cover the following elements: - Data classification and privacy <ul style="list-style-type: none"> <li>- Security training and awareness</li> <li>- Systems administration, patching, and configuration</li> <li>- Application development and code review</li> <li>- Incident response</li> <li>- Workstation management, mobile devices, and antivirus</li> <li>- Backups, disaster recovery, and business continuity</li> <li>- Regular audits and testing</li> <li>- Requirements for third-party business partners and contractors</li> <li>- Compliance with information security or privacy laws, regulations, or standards</li> </ul>
11	The vendor shall allow the Commission, or an agreed upon third party, to perform security assessments, vulnerability assessments, or audits of systems that contain Commission data.
12	For systems hosted off the Commission’s network, an industry-accepted endpoint protection solution must be operated on all hosting servers.

**On-Prem / Physically-Connected Security Requirements**

1.	The Commission’s IT Security Team must be allowed to scan, for security vulnerabilities, any new equipment and/or changes to existing equipment before implementation.
2.	The Commission’s IT Security team must be given administrator-level access to all installed equipment for incident response and security assessment.
3.	All Microsoft Windows-based systems, connected to the Commission’s network, will be joined to the Commission’s Active Directory domain and will be patched by the Commission’s IT staff on a monthly basis at a minimum.
4.	The vendor is responsible for updating all non-Windows systems, not operated or administered by the Commission, to the vendors’ latest recommended level.
5.	If remote access is needed, the vendor must use HorizonView. If using VPN for remote access, a Commission owned, and managed device is required.
6.	If local connectivity to the Commission’s network is needed, a Commission-owned and managed device is required. Vendor-owned devices are not permitted to be connected to the network.
7.	The vendor’s system/software must co-exist with all industry accepted endpoint software with no exceptions.
8.	The vendor must provide the necessary directory and file exclusions to allow the system/software to operate as intended.

**2. Commission Requirements**

<b>1.1. Equipment Installations, Changes, and Access</b>	<ul style="list-style-type: none"> <li>a. The Commission’s IT Security Team must be allowed to scan, for security vulnerabilities, any new equipment and/or changes to existing equipment before implementation.</li> <li>b. The vendor is responsible for hardening all devices to run only the services required to support the application. All unnecessary services must be disabled (for example, UPnP, SLP, etc.).</li> <li>c. The Commission’s IT Security team must be given administrator-level access to all installed equipment for incident response and security assessment.</li> <li>d. If Commission user service disruptions are expected, the change must be approved by the Change Review Board (CRB) before implementation.</li> </ul>
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<p><b>1.2. Vulnerability Management</b></p>	<p>a. All Windows-based systems, connected to the Commission’s network, will be joined to the Commission’s Active Directory domain and will be patched by the Commission’s IT staff on a monthly-basis at a minimum.</p> <p>b. The vendor is responsible for updating all non-Windows systems, not operated or administered by the Commission, to the vendors’ latest recommended level.</p>
<p><b>1.3. Vendor Remote Access and Accounts</b></p>	<p>a. All vendors shall use the Commission’s VMWare’s HorizonView infrastructure for remote access.</p> <p>b. No generic user accounts for shared resources will be permitted. Every technician/engineer will have their own unique user account.</p>
<p><b>1.4. Incident Response</b></p>	<p>a. Vendors must have a plan for compliance with all applicable breach notification laws, including Pennsylvania’s Breach of Personal Information Notification.</p> <p>b. The Commission must be notified in writing within 48 hours of the earliest indication or report of a potential breach or unintended disclosure of confidential information.</p> <p>c. Incident response actions that may affect confidential information must be conducted quickly and with ample resources. Vendor must hire a professional third-party incident response team if its inhouse resources do not have sufficient skill or availability.</p> <p>d. The Commission shall have the right to view all incident response evidence, reports, communications, and related materials upon request.</p> <p>e. If requested by the Commission, or if required by law, the vendor, at its own cost and expense, shall notify in writing all persons affected by the incident.</p>

<b>1.5. Information Security Policies</b>	<p>a) Vendors must have, and upon request by the Commission, shall provide copies of its information security policies that cover the following elements:</p> <ul style="list-style-type: none"><li>i. Data classification and privacy</li><li>ii. Onshore Data</li><li>iii. Security training and awareness</li><li>iv. Systems administration, patching, and configuration</li><li>v. Application development and code review</li><li>vi. Incident response</li><li>vii. Workstation management, mobile devices, and antivirus</li><li>viii. Backups, disaster recovery, and business continuity</li><li>ix. Regular audits and testing</li><li>x. Requirements for third-party business partners and contractors</li><li>xi. Compliance with information security or privacy laws, regulations, or standards</li></ul>
<b>1.6. Audit &amp; Inspection</b>	<p>a) The vendor shall allow the Commission, or an agreed upon third party, to perform security assessments, vulnerability assessments, or audits of systems that contain Commission data.</p> <p>b) In the event of adverse risk findings through an audit or assessment, the vendor shall cooperate with the Commission in remediating any risks to the system, including complying with requests to temporarily take the system offline or otherwise limit access to the system during remediation.</p> <p>c) Audit logs must be implemented for all systems on the Commission’s network. All attempted violations of system security must generate an audit log. Audit logs must be secured against unauthorized access or modification.</p>

<p><b>1.7. Malware</b></p>	<ul style="list-style-type: none"> <li>a. The vendor shall warrant all software/applications to be delivered free of malware or other malicious or destructive code.</li> <li>b. For software hosted on the Commission’s network:</li> <li>c. The vendor’s software must co-exist with all industry accepted endpoint software. Endpoint protection must run on all Commission servers.</li> <li>d. The vendor must provide the necessary directory and file exclusions to allow the software to operate as intended.</li> <li>e. For software hosted off the Commission’s network:</li> <li>f. An industry-accepted endpoint protection solution must be operated on all hosting servers.</li> </ul>
<p><b>1.8. Off-Premises Systems Hosting Requirements</b></p>	<ul style="list-style-type: none"> <li>a) Vendor shall supply all hosting equipment (hardware and software) required for performance of the contract and ensure maintenance and replacement as necessary to maintain compliance with the Service Level Agreement(s).</li> <li>b) Vendor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth, service capacity, and ensure its data center and/or other vendors performing subcontracted services have industry standard physical, technical, human, and administrative controls at all times.</li> <li>c) Vendor shall house all services and equipment in an operational environment that meets industry standards including climate control, fire and safety hazard detection, redundancy, electrical needs, and physical security</li> <li>d) If systems are located off the Commission’s network and Commission employee access is required, then the latest version of ADFS (Active Directory Federated Services), using the latest version of SAML, must be used for authentication and authorization</li> <li>e) All off-premises systems using HTTP, or any other protocol using SSL/TLS, must use TLS 1.2 or later with a key size no smaller than 2048 bits.</li> <li>f) For public-facing systems, the vendor shall utilize a third- party certificate provider who is a recognized and trusted authority</li> </ul>

<b>1.9. Location of Performance</b>	a) Except where Selected Proposer obtains the Commission’s prior written approval, Selected Proposer shall perform all the Services only from or at locations within the geographic boundaries of the continental United States. Any Commission approval for the performance of Services outside of the continental United States shall be limited to the specific instance and scope of such written approval, including the types of Services and locations involved.
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